**CITY OF SPOKANE**

## REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 1, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

**WebEx call in information for the week of June 1, 2026:**

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

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

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

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 29, 2026, and ending at 6:00 p.m. on Monday, June 1, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on June 1, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

# THE CITY OF SPOKANE

# UPDATED DRAFT COUNCIL AGENDA

## MEETING OF MONDAY, JUNE 1, 2026

## MISSION STATEMENT

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

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

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

# LAND ACKNOWLEDGEMENT

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

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

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

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

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

*via Resolution 2021-0019*

# AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

## ADDRESSING THE COUNCIL

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

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

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

# AGENDA REVIEW SESSION

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

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

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

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

**APPROVAL BY MOTION OF THE DRAFT AGENDA**

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

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# EXECUTIVE SESSION

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

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# LEGISLATIVE SESSION

**(Council Reconvenes in Council Chamber)**

**LAND ACKNOWLEDGEMENT**

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

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

## NO BOARDS AND COMMISSIONS APPOINTMENTS

# REPORTS, CONTRACTS, AND CLAIMS

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

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

| REPORTS, CONTRACTS AND CLAIMS | RECOMMENDATION | |
|---|---|---|
| 1. Purchase of up to 4 new or used vehicles for the Spokane Police SIU Unit using 5 undercover vehicles that have exceeded their useful life and 3 vehicles that were seized due to criminal activity as trade. (Council Sponsors: Council Members Telis and Cathcart) Rick Giddings | Approve | OPR 2026-0470 |
| 2. Value Blanket for purchase from Ergon Asphalt and Emulsions, Inc. (Spokane) for emulsified asphalt (CSS-1H and CSS-1) and fog seal as needed over a five-year period from June 1, 2026 through May 31, 2031—not to exceed $500,000 (incl. tax) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Clint Harris | Approve | OPR 2026-0471 ITB 6498-26 |
| 3. Value Blanket for purchase from AAA Concrete, Inc. (Spokane, WA) for concrete mix as needed over a five-year period from June 29, 2026 through June 28, 2031—not to exceed $350,000 (incl. tax) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Clint Harris | Approve | OPR 2026-0472 RFQ 6510-26 |

| | | | |
|---|---|---|---|
| 4. | Contract Renewal 2 of 2 with Environment Control (Spokane) for ongoing janitorial services for SFD Facilities from July 1, 2026, through June 30, 2027—$88,320 (Council Sponsors: Council President Wilkerson and Council Member Telis)<br>Kyle Chase | Approve | OPR 2022-0589<br>IPWQ 5679-22 |
| 5. | Amendments 1, 2, and 3 to Interagency Agreement number IAA26858 between Washington State Administrative Office and Spokane Municipal Court for Therapeutic Courts. Amendment 1: Updates Attachment A to Agreement – No change in dollar amount; Amendment 2: $8,000 increase in benefit costs; and Amendment 3: $26,000 increase for recovery support. Total award with increases: $464,330. (Relates to Special Budget Ordinance C36880)<br>Sarah Thompson | Approve | OPR 2025-0506 |
| 6. | Grant Agreement with the State of Washington Department of Ecology for the 2025-2027 Biennial Stormwater Capacity Grant (WQSWCAP-2527-Spokan-00222)—Total Grant amount $120,000. (Council Sponsor: Council President Wlikerson)<br>Mark Papich | Approve | OPR 2026-0464 |
| 7. | Public Works Agreement with Colvico, Inc., (Spokane) for the installation of a previously purchased generator at the Spokane Central Service Center—$148,600 (plus tax) (Council Sponsor: Council Member Klitzke)<br>Trace Bradburn | Approve | OPR 2026-0465<br>PW ITB 6520-26 |
| 8. | Public Works agreement with Greystone Construction Company (Shakopee, MN) for the purchase and installment of a material storage building—$141,825 (not incl. additional tariff costs at time of shipping). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)<br>Clint Harris | Approve | OPR 2026-0466 |
| 9. | Low Bid of Shamrock Paving, Inc. (Spokane) for 3rd Avenue and Stevens Street Grind and Overlays project—$2,774,000. An administrative reserve of 10% of the contract price will be set aside. (Riverside and Cliff-Cannon Neighborhoods) (Council Sponsor: Council Member Klitzke)<br>Dan Buller | Approve | OPR 2026-0467<br>ENG 2024062 |

| | | | |
|---|---|---|---|
| 10. | Low Bid of N.A. Degerstrom, Inc. (Spokane Valley, WA) for Chestnut Street Bridge Scour project—$1,314,295. An administrative reserve of 10% of the contract price will be set aside. (Latah Neighborhood) (Council Sponsor: Council Member Klitzke)<br>Dan Buller | Approve | OPR 2026-0468<br>ENG 2022093 |
| 11. | Purchase Agreement with Hughes Fire Equipment Inc., (Springfield, OR) for a new Pierce Tiller Ladder through cooperative contract HGACbuy contract #FS12-23—$2,586,517.94 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Telis)<br>Kyle Chase | Approve | OPR 2026-0469 |
| 12. | Contract Amendment A with Compassionate Addition Treatment DBA CAT Spokane to support emergency shelter beds at CAT's Recovery Options Center scattered site for the full 18-month contract period—additional $286,722.50. (Council Sponsors: Council Members Dixit and Zappone)<br>Paradis Pourzanjani | Approve | OPR 2026-0158 |
| 13. | Acceptance of FIFA World Cup Federal passthrough grant funds—$1,052,900. [Relates to Reports, Contracts, and Claims Agenda Item No. 14 (OPR 2026-0483), Special Budget Ordinance C36879, and Resolution 2026-0037] (Council Sponsors: Council President Wilkerson and Council Member Zappone)<br>Cole Wicker | Approve | OPR 2026-0482 |
| 14. | Acceptance of FIFA World Cup State grant funds—$112,492. [Relates to Reports, Contracts, and Claims Agenda Item No. 13 (OPR 2026-0482), Special Budget Ordinance C36879, and Resolution 2026-0037] (Council Sponsors: Council President Wilkerson and Council Member Zappone)<br>Cole Wicker | Approve | OPR 2026-0483 |
| 15. | Report of the Mayor of pending: | Approve & Authorize Payments | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____. | | CPR 2026-0002 |
| | b. Payroll claims of previously approved obligations through _____, 2026: $_____. | | CPR 2026-0003 |

| | | | |
|---|---|---|---|
| 16. | **Minutes:** | **Approve All** | |
| | a. City Council Meeting Minutes: _____, 2026. | | CPR 2026-0013 |
| | b. City Council Standing Committee Meeting Minutes: _____, 2026. | | |
| 17. | Purchase and Sale Agreement for the City of Spokane property located at 824 N. Monroe Street. (Council Sponsor: Council Member Telis) **Alex Scott/Maggie Yates**<br><br>(Deferred from May 18, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session) | Approve | OPR 2026-0424 |

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

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

**ORD C36879** 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 two FIFA Grants, and declaring an emergency. [Relates to Reports, Contracts, and Claims Agenda Item Nos. 13 (OPR 2026-0482) and 14 (OPR 2026-0483) and Resolution 2026-0037] (Council Sponsors: Council Members Cathcart and Telis)
**Cole Wicker**

**ORD C36880** 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 additional funding from the Administrative Office Of The Courts, and declaring an emergency. [Relates to Reports, Contracts, and Claims Agenda Item No. 5 (OPR 2025-0506)] (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart)
**Sarah Thompson**

**ORD C36881** Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to purchase a transformer for Upriver Dam, and declaring an emergency. (Council Sponsors: Council Members Cathcart and Telis)
**Jeremy Meyer**

# EMERGENCY ORDINANCES

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

**ORD C36875** **Of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**
**Council Member Cathcart**

**(Deferred from May 18, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session)**

# RESOLUTIONS

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

**RES 2026-0037** **Setting forth the City Council's approval and endorsement of funding for a one-time FIFA World Cup Grant, and authorizing execution of related contracts without further City Council review and action. [Relates to Reports, Contracts, and Claims Agenda Item Nos. 13 (OPR 2026-0482) and 14 (OPR 2026-0483) and Special Budget Ordinance C36879] (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
**Cole Wicker**

# NO FINAL READING ORDINANCES

# FIRST READING ORDINANCES

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

**(First Reading deferred to June 22, 2026, Agenda, from June 1, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Second Reading to the week of July 13, 2026, Agenda.)**

**ORD C36883** **Regulating aggressive speeding and street racing, and enacting a new Chapter 16A.85 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Cathcart)**
**Paul Dillon**

**FURTHER ACTION DEFERRED**

# NO SPECIAL CONSIDERATIONS

# HEARINGS

| | | | |
|---|---|---|---|
| H1. | **Hearing on Emergency Ordinance C36865 imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing (on June 1, 2026); and declaring an emergency. (Passed by City Council on April 13, 2026) (Council Sponsors: Council Members Klitzke and Zappone)**<br>**Spencer Gardner** | **Hold Hrg/ Close Hrg/ Adopt Findings of Fact** | **ORD C36865** |

# OPEN FORUM

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

## ADJOURNMENT

**The June 1, 2026, Regular Legislative Session of the City Council will be held and is adjourned to June 8, 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. 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.

# NOTES

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/15/2026 | | |
| **Clerk's File #** | OPR 2026-0470 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FLEET SERVICES | **Bid #** | |
| **Contact Name/Phone** | RICK GIDDINGS 5096257706 | **Requisition #** | |
| **Contact E-Mail** | RGIDDINGS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | PRE-APPROVAL FOR TRADE IN AND PURCHASE OF VEHICLES FOR SPD SIU UNIT | | |

## Agenda Wording

Spokane Police SIU Unit would like to trade in several fleet and seized vehicles to purchase up to 4 additional new or used undercover units.

## Summary (Background)

SPD's SIU Unit owns at least 5 undercover vehicles that have exceeded their useful life and 3 vehicles that were seized due to criminal activity. SPD would like to trade these vehicles in to purchase additional new or used vehicles to meet their departmental needs. Estimated trade in value for all vehicles is $140,000. Up to 4 new or used units will be purchased as available with these funds. Trade in and purchase value are expected to be equal, so there will be no impact to SPD's budget. Vendor(s) will be selected based on vehicle availability.

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

NA

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

NA

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

Data is collected by Fleet Services for future analysis.

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

Meets City Purchasing Policy and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

## Fiscal Impact

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

## Narrative

Vehicle purchase and trade in values are evaluated by Fleet Director to ensure both transactions meet fair market value.

| Amount | | Budget Account |
|---|---|---|
| Neutral | $ 0 | # NA |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

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

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

No

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | GIDDINGS, RICHARD | | |
| **Division Director** | BOSTON, MATTHEW | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| RGIDDINGS@SPOKANECITY.ORG | Tprince@spokanecity.org |
| dlesser@spokanepolice.org | fleetservicesaccounting@spokanecity.org |
| kahaack@spokanecity.org | cwheeler@spokanecity.org |
| | |
| | |

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 05/11/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/4/2026 | | |
| **Clerk's File #** | OPR 2026-0471 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | STREET | **Bid #** | 6498-26 |
| **Contact Name/Phone** | CLINT HARRIS 625-7744 | **Requisition #** | VALUE BLANKET |
| **Contact E-Mail** | CEHARRIS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | VALUE BLANKET FOR FOG SEAL AND EMULSIFIED ASPHALT | | |

## Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of emulsified asphalt (CSS-1H and CSS-1) and fog seal as needed over a 5-year period. The 5-year expenditure would not exceed $500,000 (including tax).

## Summary (Background)

This Value Blanket, awarded via bid (ITB 6498-26) to Ergon Asphalt & Emulsions, Inc. as the only bidder, will be for a 5-year period (6/1/2026-5/31/3031). Both materials are used widely across the City's roadway systems for pavement maintenance and as a way to preserve or "seal" asphalt pavement surface to extend pavement life.

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

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

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

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

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 500,000 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 500,000 | # 1100-21700-42300-53210-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

## Funding Source

**Funding Source Type** Select

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

## Expense Occurrence

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | HARRIS, CLINT E. | PURCHASING | PRINCE, THEA |
| Division Director | SNYDER, JON | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| Zack MacDonald zack.macdonald@ergon.com | ceharris@spokanecity.org |
| jwthomas@spokanecity.org | kaiumu@spokanecity.org |
| streetaccounting@spokanecity.org | rrinderle@spokanecity.org |
| | |
| | |

# Bid Response Summary

**Bid Number** ITB 6498-26
**Bid Title** Emulsified Asphalt (CSS-1H and CSS-1), and Fog Seal As Needed Over Five (5) Year Period
**Bid Base Currency** USD
**Due Date** Monday, April 20, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
**Bid Status** Closed to Bidding
**Company** Ergon Asphalt & Emulsion
**Submitted By** Zack MacDonald - Friday, April 17, 2026 10:11:36 AM [(UTC-08:00) Pacific Time (US & Canada)]
zack.macdonald@ergon.com 5099346044
**Comments**

## Question Responses

| Group | Reference Number | Question | Response |
|---|---|---|---|
| BACKGROUND | | | |
| | #1 | The City of Spokane Solid Street Department Is Requesting Quotes for spec'd Emulsified Asphalt (CSS-1h and CSS-1), and Fog Seal – As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification. | Understood and Acknowledged |
| | #2 | Estimated five-year expenditure is $3,000,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actual tons picked up and supported by weigh tickets. | Understood and Acknowledged |
| BID SUBMISSION | | | |
| | #1 | 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. | Understood and Acknowledged |
| | #2 | 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. Pacific Local Time, on the bid due date. | Understood and Acknowledged |
| | #3 | All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City | Understood and Acknowledged |
| GRANT FUNDING | | | |
| | #1 | No Grant money will be used, Department operating budget will be used. | Understood and Acknowledged |
| INTERPRETATION | | | |

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| | #1 | If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order. | Understood and Acknowledged |
| WITHDRAWAL OF BIDS | | | |
| | #1 | Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date. | Understood and Acknowledged |
| EVALUATIONS OF BIDS | | | |
| | 1 | Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder’s ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract. | Understood and Acknowledged |
| BIDDING ERRORS | | | |
| | #1 | Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid. | Understood and Acknowledged |
| REJECTION OF BIDS | | | |
| | #1 | The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown. | Understood and Acknowledged |
| MULTIPLE AWARDS | | | |
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| | #1 | More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use. | Understood and Acknowledged |
| | #2 | The City reserves the right to select among awarded Vendors when placing orders: Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to enable pickup by the City. | Understood and Acknowledged |
| AWARD OF VALUE BLANKET ORDER | | | |
| | #1 | Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. | Understood and Acknowledged |
| PAYMENT TERMS | | | |
| | #1 | Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the goods/services delivered and accepted. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | Understood and Acknowledged |
| INVOICING | | | |
| | #1 | Invoices must be submitted within 30 days of deliver of any orders that were placed, received, and accepted. All Invoices shall reference the invoice number and total quantity received and unit pricing per awarded Value Blanket Order, and applicable tax. Invoices shall reference Value Blanker Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of received product in accordance with resulting Value Blanker Order. Invoices shall be emailed to Invoices shall be emailed to erasc@spokanecity.org. | Understood and Acknowledged |
| | #1.1 | Weight Tickets: Copies of weight tickets signed by City Employee must accompany invoices. | Understood and Acknowledged |
| TERMS AND CONDITIONS | | | |
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| | #1 | Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", 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 agree and I acknowledge |
| | #1.2 | EXCEPTIONS To Terms and Conditions: If you took exception above, upload here. | |
| | #2 | ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer. | I certify |
| POLYCHLORINATED BIPHENYLS (PCBs): | | | |
| | 1 | In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Understood and Acknowledged |
| | 1.1 | As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | No |
| | 1.2 | If so were PCBs found at a measurable level? | Don't Know |
| | 1.3 | As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)? | No |
| | 1.4 | If so attach the results or note from whom the results can be obtained. | |
| | 1.5 | Do you have reason to believe the product contains measurable levels of PCBs? | No |
| | 1.6 | Do you have reason to believe the product packaging contains measurable levels of PCBs? | No |
| BIDDER INFORMATION | | | |
| | #1 | Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts. | Zack MacDonald 509-934-6044 zack.macdonald@ergon.co |

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| ORGANIZATION | | | |
| | #1 | Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here | Corporation |
| BUSINESS REGISTRATION: | | | |
| | 1 | Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf) | Understood and Acknowledged |
| | 2 | City of Spokane Business Registration Number: | 604 595 326 |
| PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | | | |
| | 1 | All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response. | Understood and Acknowledged |
| BIDDER PREQUALIFICATION | | | |

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| | #1 | Prior to award of contract or purchase, Bidders 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. | Understood and Acknowledged |
| INTERLOCAL PURCHASE AGREEMENTS | | | |
| | #1 | INTERLOCAL PURCHASE AGREEMENTS #1 The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Vendor's right to refuse to enter into a contract with another public agency at the time of request shall be absolute. | Yes |
| MINORITY BUSINESS ENTERPRISE | | | |
| | #1 | Vendor ( IS ) ( IS NOT ) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women. | Is Not |
| SMALL BUSINESS | | | |
| | #1 | Vendor ( IS ) ( IS NOT ) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration). | Is Not |
| NON-COLLUSION | | | |
| | #1 | The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation. | Certifies No Agreement Has Been Entered |
| ACCEPTANCE PERIOD | | | |
| | #1 | Bids must provide a minimum of ninety (90) calendar days for acceptance by the City from the due date. | Understood and Acknowledged |
| TERM OF VALUE BLANKET ORDER | | | |

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| | #1 | Upon City Council approval, any Value Blanket Order(s) resulting from this ITB will be for a five-year period, beginning approximately June 1, 2026, and terminates on May 31, 2031. The Vendor's prices shall be firm throughout the first 12-month period of resulting Value Blanket Order, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" (implied June 1, 20xx) with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. | I agree and I acknowledge |
| GENERAL INSTRUCTIONS | | | |
| | #1 | The Items to be furnished by the awarded Vendor must be of the latest possible production. | Understood and Acknowledged |
| | #2 | Time is of the essence in the performance of this contract. | Understood and Acknowledged |
| | #3 | Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product. | Understood and Acknowledged |
| | #4 | The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City. | Understood and Acknowledged |
| | #5 | The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor. | Understood and Acknowledged |
| | #6 | The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City. The City may choose more than one vendor. | Understood and Acknowledged |
| | #7 | Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered. | Understood and Acknowledged |
| SPECIAL INSTRUCTIONS | | | |
| | #1 | If the product differs from the provisions contained herein, these differences must be explained in detail. | Understood and Acknowledged |
| | #2 | Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc. | I agree and I acknowledge |

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| | #3 | The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish product of manufacturer’s latest production. | Understood and Acknowledged |
| | #4 | Successful bidder shall furnish standard warranty. State Warranty here: | We will continue to supply the same products that have been successfully supplied to the City of Spokane. |
| | #5 | Federal and State laws governing this product(s) and its final certification(s) must be satisfied. | Understood and Acknowledged |
| | #6 | It shall be the Vendor's responsibility to conform to all Federal Standards for certification. | Understood and Acknowledged |
| | #7 | Delivery time shall be a consideration of awarding this contract. Therefore the City requests a pickup date as soon as possible after receipt of any order release against Value Blanket Order. | Understood and Acknowledged |
| | #8 | EXCEPTIONS: If you took exception to above, explain in detail. | |
| TECHNICAL SPECIFICATIONS | | | |
| | #1 | Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid. | Understood and Acknowledged |
| | #2 | Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. | Understood and Acknowledged |
| | #3 | Awarded Vendor(s) would be responsible for providing spec’d Emulsified Asphalt (CSS-1H and CSS-1, and Fog Seal as-needed over five year period. | I agree and I acknowledge |
| | #3.1 | Product that does not meet specifications will not be accepted. | Understood and Acknowledged |
| | #3.2 | Bidder acknowledges it has reviewed Emulsified Asphalt (CSS-1h and CSS-1) Technical Specifications with the document so named in the 'Documents' tab. | I agree and I acknowledge |
| | #3.3 | Bidder acknowledges it has reviewed Fog Seal Technical Specifications with the document so named in the 'Documents' tab. | I agree and I acknowledge |
| | #3.4 | If the products differs from the provisions contained herein, these differences must be explained in detail. | |
| | #3.5 | Bidder must provide “technical data” support with bid for the items it is bidding, or bid may be considered non-responsive. Upload Here. | WSDOT Specs.pdf |

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| | #3.5 | Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter Here: | City of Spokane CSS-1 Supply Signed.pdf |
| | #3.6 | As applicable, Safety Data Sheets must be included with Quote. Upload Here | |
| | #4 | To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor(s) to inquire if Vendor(s) offers additional Emulsified Asphalt products other than (CSS-1H and CSS-1). Should the Vendor(s) advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor(s) must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor(s) via a change order to the Value Blanket. | I agree and I acknowledge |
| | #5 | To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor(s) to inquire if Vendor(s) offers additional Fog Seal products. Should the Vendor(s) advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor(s) must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor(s) via a change order to the Value Blanket. | I agree and I acknowledge |
| | #6 | EXCEPTIONS: If you took exception to above, explain in detail. | |
| DELIVERIES | | | |
| | #1 | Delivery: Orders will be picked up within a 50 mile radius of the City of Spokane, by City of Spokane Street Department employees as needed. The Street Department has a truck which they will use to pick up 1000 – 1300 gallons at a time. | I agree and I acknowledge |
| | #1.1 | State advance notice Vendor would require to enable City to perform pickup. | 1 week to guarantee we have the product ready for pickup in our tanks. A minimum of 24 hour notices will be accepted based on current inventory but are no guaranteed. |
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| | #1.2 | State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods. | Address:16710 E Euclid Ave Spokane Valley, WA 99216 Contact Number: 509-487-4560 Normal Hours: 7AM-4PM Monday-Friday. Orders outside of normal operating hours available by request. |
| | #1.3 | Vendor shall ensure City Employee signs weight ticket reflecting tonnage picked up, providing a copy of the signed weight ticket to City Employee. Vendor will also be required to submit a city-signed copy of weight tickets with invoices. | Understood and Acknowledged |
| | #1.4 | If you took exception to any of the above, explain in detail. | |
| PRICING | | | |
| | #1 | Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | Understood and Acknowledged |
| | #2 | Annual Estimated Quantities listed are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, picked-up, and accepted. | Understood and Acknowledged |
| | #2.1 | Annual Estimated Quantity of spec'd Emulsified Asphalt (CSS-1h) is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department. | Understood and Acknowledged |
| | #2.2 | Annual Estimated Quantity of sped'd Fog Seal is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department. | Understood and Acknowledged |
| | #3 | Vendor’s prices shall be firm throughout the first year, 6/1/26 through 5/31/27, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City; else Pricing Adjustments can be requested on the "anniversary of award" with justification support. | Understood and Acknowledged |

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| | #3.1 | Bidders are encouraged to bid on all items. | Understood and Acknowledged |
| | #3.1.2 | Bidder MUST complete and upload “Pricing Page ITB 6498-26” (3-pages) located in the Documents tab and upload here. Unit Pricing Should Not Include Tax. Upload Here: | City of Spokane CSS-1 Supply Signed.pdf |
| | #4 | Pricing Adjustments can be requested on the "anniversary of award" with justification support. | Understood and Acknowledged |
| | #4.1 | All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser. | Understood and Acknowledged |
| | #4.2 | Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. | Understood and Acknowledged |
| | #4.3 | Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. | Understood and Acknowledged |
| | #4.4 | An approved price increase will become effective after the approval of the increase. | Understood and Acknowledged |
| | #4.5 | Retroactive price increase adjustments will not be considered. | Understood and Acknowledged |
| | #4.6 | Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order. | Understood and Acknowledged |
| | #5 | PRICE DECREASES. During the term of the contract, should the Vendor realize any declines at the manufacturer’s level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties. | Understood and Acknowledged |
| | #6 | EXCEPTIONS. If you took exception to above, explain in detail. | |

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| ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD | | | |
| | #1 | If you have additional information/documents to submit, upload them here. | Quickseal Specifications.pd |
| | #2 | If you have additional information/documents to submit, upload them here. | |
| | #3 | If you have additional information/documents to submit, upload them here. | |
| | #4 | If you have additional information/documents to submit, upload them here. | |

**These Next Three (3) Pages Comprising Bid Proposal Must be Completed and Uploaded Into ProcureWare via the Response Tab Pertaining to "Pricing Section" Question #3.1.2.**

## BID PROPOSAL.

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

**PROJECT: # ITB 6498-26,**
**Emulsified Asphalt (CSS-1H and CSS-1), and Fog Seal As Needed Over Five (5) Year Period.**

**QUANTITIES:**
Annual Quantities shown on "Pricing Page" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts

**MULTIPLE AWARDS**
More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use.

Bidders are encouraged to bid on all spec'd item types.

The City reserves the right to select among awarded Vendors when placing orders:
Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to enable pickup by the City.

**ESTIMATED EXPENDITURE**
Estimated five-year spend is not expected to exceed a combined total $3,000,000 among all the various awards placed with selected Vendors. This is an estimate only and the City of Spokane does not guarantee it.

**BIDDER'S DECLARATION.**
The undersigned bidder certifies that it has 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.

**SALE TAX.**
The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**BID OFFER.**
The bidder proposes items at the following unit prices:

**June 1, 2026 Through May 31, 2031**
Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" (implied *June 1, 20xx*) with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

| | | |
|---|---|---|
| **Spec'd Fog Seal** | **Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period. | **Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period. |
| | $500 | $500 |
| **State advance notice Vendor would require to enable City to perform pickup.** | 1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory | |
| **State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.** | 16710 E Euclid Ave, Spokane Valley, WA,99216<br>509-487-4560<br>Normal Hours: 7AM-4PM Monday-Friday. Orders outside normal hours available by request. | |

| | |
|---|---|
| **ADDITIONAL FOG SEAL PRODUCTS**: To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Fog Seal products. Should the Vendor advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket. | **Select Response**<br>I agree and I acknowledge<br>**or**<br>**I don't agree and I don't acknowledge** |

| | | |
|---|---|---|
| **Spec'd Emulsified Asphalt (CSS-1h)** | **Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period. | **Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period. |
| | $700 | $700 |
| **State advance notice Vendor would require to enable City to perform pickup.** | 1 week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory | |
| **State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.** | 16710 E Euclid Ave, Spokane Valley, WA,99216<br>509-487-4560<br>Normal Hours: 7AM-4PM Monday-Friday. Orders outside normal hours available by request. | |

| | | |
|---|---|---|
| **Spec'd Emulsified Asphalt (CSS-1)** | **Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period. | **Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period. |
| | $700 | $ 700 |
| **State advance notice Vendor would require to enable City to perform pickup.** | 1 week to guarantee product is in stock. Order placed a minimum of 24 hours in advance may be supplied based on available inventory. | |

| | |
|---|---|
| **State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.** | 16710 E Euclid Ave, Spokane Valley, WA,99216<br>509-487-4560<br>Normal Hours: 7AM-4PM Monday-Friday. Orders outside normal hour available by request. |

| | **Select Response** |
|---|---|
| **ADDITIONAL EMULSIFIED ASPHALT PRODUCTS:** To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Emulsified Asphalt products other than (CSS-1H and CSS-1). Should the Vendor advise it does, it would provide specs and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket. | I agree and I acknowledge<br>**or**<br>**I don't agree and I don't acknowledge** |

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

**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:** Ergon Asphalt & Emulsions Inc

Signature of Bidder's Authorized Representative

Area Sales Manager
*Title*

16710 E Euclid Ave, Spokane Valley, WA,99216
*Address*

509-934-6044
*Phone*

**IF INDIVIDUAL**

**"Quickseal" Emulsified Asphalt Fog Oil (concentrate) Specifications**

"Quickseal" is a pre-diluted emulsion intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use at a 50% dilution rate. Dilution by the supplier is required to insure product consistency.

Final product acceptance is based on field performance.

The concentrate for "Quickseal" will meet the following specifications prior to dilution:

| | AASHTO Test Method | | |
|---|---|---|---|
| Sieve Test, % | T 59 | | 0.3 max |
| Particle charge test | T 59 | | positive |
| Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a] | T 59 | | 25 min |
| Distillation: | | | |
| Residue by distillation @ 260 C (500°F) | T 59 | | 60 min |
| Penetration @ 25 C (77°F) | T 49 | 30 min | 100 max |

**Table 1**—Requirements and Typical Applications for Cationic Emulsified Asphalt[a]

| Type | Rapid-Setting | | | | Medium-Setting | | | | Slow-Setting | | | | Quick-Setting | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CRS -1 | | CRS-2 | | CMS-2 | | CMS-2 h | | CSS-1 | | CSS-1 h | | CQS-1 h | |
| Grade | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Test on emulsions: | | | | | | | | | | | | | | |
| Viscosity, Saybolt Furol at 25°C (77°F), s | 20 | 100 | 100 | 400 | 50 | 450 | 50 | 450 | 20 | 100 | 20 | 100 | 20 | 100 |
| Viscosity, Saybolt Furol at 50°C (122°F), s | | | | | | | | | | | | | | |
| Storage stability test, 24 h, %[b] | | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | | |
| Demulsibility, 35 mL, 0.8 % | | | | | | | | | | | | | | |
| Sodium dioctyl sulfosuccinate, % | 40 | | 40 | | | | | | | | | | | |
| Coating, abilify and water resistance: | | | | | | | | | | | | | | |
| Coating, dry aggregate | | | | | | Good | | Good | | | | | | |
| Coating, after spraying | | | | | | Fair | | Fair | | | | | | |
| Coating, wet aggregate | | | | | | Fair | | Fair | | | | | | |
| Coating, after spraying | | | | | | Fair | | Fair | | | | | | |
| Particle charge test | Positive | | Positive | | Positive | | Positive | | Positive | | Positive | | Positive | |
| Sieve test, %[b] | | 0.10 | | 0.10 | | 0.10 | | 0.10 | | 0.10 | | 0.10 | | 0.10 |
| Cement mixing test, % | | | | | | | | | | 2.0 | | 2.0 | | |
| Distillation: | | | | | | | | | | | | | | |
| Oil distillate, by volume of emulsion, % | | 3 | | 3 | | 12 | | 12 | | | | | | |
| Residue, % | 60 | | 65 | | 65 | | 65 | | 57 | | 57 | | 57 | |
| Tests on residue from distillation test: | | | | | | | | | | | | | | |
| Penetration, 25°C (77°F), 100 g, 5 s | 100 | 250 | 100 | 250 | 100 | 250 | 40 | 90 | 100 | 250 | 40 | 90 | 40 | 90 |
| Ductility, 25°C (77°F), 5 cm/min, cm | 40 | | 40 | | 40 | | 40 | | 40 | | 40 | | 40 | |
| Solubility in trichloroethylene, % | 97.5 | | 97.5 | | 97.5 | | 97.5 | | 97.5 | | 97.5 | | 97.5 | |

[a] Refer to R 5 for typical applications.

[b] This test requirement on representative samples may be waived if successful application of the material has been achieved in the field.

*If the final material is applied as a diluted concentrate, it must be stable for use at a 50% dilution rate. The final material shall be diluted(if applicable) by the supplier, not the contractor, to ensure product consistency.*

Final product acceptance is based on field performance.

*The final product for "Rapid Curing Emulsified Asphalt Fog Oil" will meet the following specifications:*

| | AASHTO | Specifications | |
|---|---|---|---|
| | Test Method | Minimum | Maximum |
| Sieve Test, % | T 59 | | 0.3 |
| Particle charge test | T 59 | | positive |
| Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, % | T 59 | 25 | |
| Distillation: | | | |
| Residue by distillation @ 260 C (500oF) | T 59 | 30 | |
| Penetration @ 25 C (77oF) | T 49 | 30 | 100 |

| Type | Quick Setting | | | | Medium Setting | | | | Slow Setting | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CQS-1h | | CQS-1 | | CMS-2h | | CMS-2 | | CSS-1h | | CSS-1 | |
| Grade | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| *Tests on emulsified asphalt*: | | | | | | | | | | | | |
| Viscosity, Saybolt Furol at 25°C (77°F), s[b,c] | 20 | 100 | 20 | 100 | | | | | 20 | 100 | 20 | 100 |
| *Or* | | | | | | | | | | | | |
| Vicsocity, Rotational Paddle at 25°C (77°F), mPa·s[b,c] | 40 | 200 | 40 | 200 | | | | | 40 | 200 | 40 | 200 |
| Viscosity, Saybolt Furol at 50°C (122°F), s[b,c] | | | | | 50 | 450 | 50 | 450 | | | | |
| *Or* | | | | | | | | | | | | |
| Viscosity, Rotational Paddle at 50°C (122°F), mPa·s[b,c] | | | | | 100 | 900 | 100 | 900 | | | | |
| Storage stability test, 24 h, %[b,c] | | | | | | 1.0 | | 1.0 | | 1.0 | | 1.0 |
| Particle charge test[b] | Positive | | Positive | | Positive | | Positive | | Positive | | Positive | |
| Sieve test, %[b,c] | | 0.10 | | 0.10 | | 0.10 | | 0.10 | | 0.10 | | 0.10 |
| Cement mixing test, % | | | | | | | | | | 2.0 | | 2.0 |
| Distillation: | | | | | | | | | | | | |
| Oil distillation, by volume of emulsified asphalt, % | | | | | | 12 | | 12 | | | | |
| Residue, %[d] | 62 | | 62 | | 65 | | 65 | | 57 | | 57 | |
| *Tests on residue from distillation*: | | | | | | | | | | | | |
| Penetration, 25°C (77°F), 100 g, 5 s, 0.1 mm | 40 | 90 | 90 | 250 | 40 | 90 | 90 | 250 | 40 | 90 | 90 | 250 |
| Ductility, 25°C (77°F), 5 cm/min, cm | 40 | | 40 | | 40 | | 40 | | 40 | | 40 | |
| Ash content, % | | 1 | | 1 | | 1 | | 1 | | 1 | | 1 |

[a] Refer to R 5 for typical applications.

[b] The test requirement and associated specification limits are waived for emulsified asphalt products following dilution.

[c] This test requirement on representative samples may be waived if successful application of the material has been achieved in the field.

[d] For emulsified asphalts that are diluted, the percent residue requirements must be adjusted accordingly.

CITY OF SPOKANE - Purchasing Nelson Center
915 N Nelson Street
SPOKANE, WA 99202
PHONE 509 625 6527

ITB 6498-26, Emulsified Asphalt (CSS-1H and CSS-1), and Fog Seal As Needed Over Five (5) Year Period

QUANTITIES: Annual Quantities shown on “Pricing Page” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts

MULTIPLE AWARDS More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use.

ESTIMATED EXPENDITURE Estimated five-year spend is not expected to exceed a combined total $3,000,000 among all the various awards placed with selected Vendors. This is an estimate only and the City of Spokane does not guarantee it.

**June 1, 2026 Through May 31, 2031:** Vendor’s prices shall be firm throughout the first year, 6/1/2026 - 5/31/2027,unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" (implied June 1, 20xx) with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

| VENDOR | ERGON ASPHALT | |
|---|---|---|
| **Spec'd Fog Seal** | **Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period. | **Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period. |
| | $500.00 | $500.00 |
| **State advance notice Vendor would require to enable City to perform pickup.** | 1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory. | |

| | | |
|---|---|---|
| **State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.** | 16710 E Euclid Ave, Spokane Valley, WA 99216 / Phone 509 487 4560 / Normal ours 7AM - 4PM M_F, Orders outside normal hours available by request. | |
| **ADDITIONAL FOG SEAL PRODUCTS**: To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Fog Seal products. Should the Vendor advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket. | Select Response | |
| | **Agrees and Acknowledge** | |
| **Spec'd Emulsified Asphalt (CSS-1h)** | **Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period. | **Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period. |
| | $700.00 | $700.00 |
| **State advance notice Vendor would require to enable City to perform pickup.** | 1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory. | |
| **State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.** | 16710 E Euclid Ave, Spokane Valley, WA 99216 / Phone 509 487 4560 / Normal ours 7AM - 4PM M_F, Orders outside normal hours available by request. | |
| **Spec'd Emulsified Asphalt** | **Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period. | **Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period. |

| | | |
|---|---|---|
| **(CSS-1)** | $700.00 | $700.00 |
| **State advance notice Vendor would require to enable City to perform pickup.** | 1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory. | |
| **State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.** | 16710 E Euclid Ave, Spokane Valley, WA 99216 / Phone 509 487 4560 / Normal ours 7AM - 4PM M_F, Orders outside normal hours available by request. | |
| **ADDITIONAL EMULSIFIED ASPHALT PRODUCTS:** To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Emulsified Asphalt products other than (CSS-1H and CSS-1). Should the Vendor advise it does, it would provide specs and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket. | Select Response | |
| | **Agrees and Acknowledge** | |

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** ERGON ASPHALT & EMULSIONS, INC.

**Business name:** ERGON ASPHALT & EMULSIONS, INC.

**Entity type:** Profit Corporation

**UBI #:** 604-595-326

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4327 N THOR ST
SPOKANE WA 99217-7098

**Mailing address:** PO BOX 1639
JACKSON MS 39215-1639

**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 |
|---|---|---|---|---|---|---|
| Scale - Large | | 1 | | Active | Mar-31-2027 | Mar-16-2020 |
| Spokane General Business | | | | Active | Mar-31-2027 | Mar-16-2020 |

Page 1 of 2

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

Filter

| Owners and officers | Title |
|---|---|
| ADAMS, BECKY | |
| ADAMS, STEVE | |
| ANDREYCHECK, NICK | |
| ARNOLD, GENE | |
| BAUMGARDNER, GAYLON | |
| BROOKS, DREW | |
| CATRON, JAMES R | |
| COWLEY, SHELLY | |
| ERICKSON, LARRY | |
| GRUBBA, BILL | |
| HODGES, KENNETH E | |

| Owners and officers | Title |
| --- | --- |
| HOWARD, MIKE | |
| ISHEE, MARK | |
| JOHNSON, GARY | |
| LAMPTON, ROBERT H | |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/4/2026 11:50:50 AM

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# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 05/11/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/4/2026 | | |
| **Clerk's File #** | OPR 2026-0472 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | STREET | **Bid #** | 6510-26 |
| **Contact Name/Phone** | CLINT HARRIS 625-7744 | **Requisition #** | VALUE BLANKET |
| **Contact E-Mail** | CEHARRIS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | VALUE BLANKET FOR CONCRETE MIX | | |

## Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of concrete mix as needed over a 5-year period. The 5-year expenditure would not exceed $350,000 (including tax).

## Summary (Background)

This Value Blanket, awarded via bid (RFQ 6510-26) to AAA Concrete, Inc. as the only bidder, will be for a 5-year period (6/29/26-6/28/2031). This Value Blanket will allow for the purchase of concrete material used to facilitate maintenance and repair of roadways, curbs, and bridges.

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

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 350,000 |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 350,000 | **#** 1100-21700-42300-53210-99999 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

**Funding Source**

**Funding Source Type** Select

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

**Expense Occurrence**

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | HARRIS, CLINT E. | **PURCHASING** | PRINCE, THEA |
| **Division Director** | SNYDER, JON | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| Brian Britt brianbritt@aaaconcrete.us | ceharris@spokanecity.org |
| jwthomas@spokanecity.org | kaiumu@spokanecity.org |
| streetaccounting@spokanecity.org | rrinderle@spokanecity.org |
| | |
| | |

## Bid Response Summary

**Bid Number** RFQ 6510-26
**Bid Title** Various Concrete Mix Designs, As Needed - Delivered To Job Sites As Needed Over 5-Year Period
**Bid Base Currency** USD
**Due Date** Tuesday, April 28, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
**Bid Status** Open for Bidding
**Company** AAA Concrete
**Submitted By** Brian Britt - Wednesday, April 15, 2026 7:56:28 AM [(UTC-08:00) Pacific Time (US & Canada)]
brianbritt@aaaconcrete.us
**Comments**

### Question Responses

| Group | Reference Number | Question | Response |
|---|---|---|---|
| BACKGROUND | | | |
| | #1 | The City of Spokane Street Department, is initiating this request for quotes to solicit Bids from Vendors who have a proven ability to provide a variety of concrete mix designs to include providing delivery to various job sites, as needed over a five-year period with annual pricing adjustments on the anniversary of the award with justification. | Acknowledged and Agreed |
| | #2 | It is anticipated that multiple awards would be made, to provide the Street Department the flexibility to purchase various concrete mix designs that meets its needs contingent upon varying job sites. | Acknowledged and Agreed |
| | #3 | The combined-total estimated five-year expenditure is $350,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered and accepted. | Acknowledged and Agreed |
| BID SUBMISSION | | | |
| | #1 | 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. | Acknowledged and Understood |
| | #2 | 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 9:00 AM Pacific Local Time, on the bid due date. | Acknowledged and Understood |
| | #3 | All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City | Acknowledged and Understood |
| INTERPRETATION | | | |
| | #1 | If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify the contact person in writing. Any corrections issued by the Purchaser will be incorporated into the resulting Value Blanket(s). | Acknowledged and Agreed |
| WITHDRAWAL OF BIDS | | | |
| | #1 | Bidders may withdrawal bid prior to the scheduled bid due date. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the bid due date. | Acknowledged and Agreed |
| EVALUATIONS OF BIDS | | | |

| | | | |
|---|---|---|---|
| | #1 | Evaluation of Bids shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items bid, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract. | Acknowledged and Agreed |
| BIDDING ERRORS | | | |
| | #1 | Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its Bid. | Acknowledged and Agreed |
| REJECTION OF BIDS | | | |
| | #1 | The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown. | Acknowledged and Agreed |
| BIDDER PREQUALIFICATION | | | |
| | #1 | Prior to award of Value Blanket(s), Bidder(s) 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. | Acknowledged and Agreed |
| AWARD OF VALUE BLANKET ORDER(S) | | | |
| | #1 | Award of Value Blanket(s), when made, will be to the Bidder(s) whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results. | Acknowledged and Understood |
| MULTIPLE AWARDS | | | |
| | #1 | More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s). | Acknowledged and Agreed |
| | #2 | The City reserves the right to select among awarded Vendors when placing orders: Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to for delivery to job site(s). | Acknowledged and Agreed |
| PAYMENT TERMS | | | |
| | #1 | Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the accepted goods. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | I agree and I acknowledge |
| INVOICING | | | |
| | | | |

| | | | |
|---|---|---|---|
| | #1 | Invoices must be submitted to within 30 days of any delivery. • All Invoices shall include Value Blanket Number, Item Types Delivered, Unit Pricing per resulting Value Blanket. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of delivered items, and compliance with Value Blanket. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to applicable department: Street Department: erasc@spokanecity.org. | I agree and I acknowledge |
| TERMS AND CONDITIONS | | | |
| | #1 | Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", 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 agree and I acknowledge |
| | #1.2 | EXCEPTION: If you took exception above, upload here. | |
| | #2 | ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer. | Certifies |
| INTERLOCAL PURCHASE AGREEMENTS | | | |
| | #1 | The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute. | Yes |
| PCB CERTIFICATION | | | |
| | #1 | In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Understood and Agreed |
| | #2 | As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | Don't Know |
| | #3 | If so were PCBs found at a measurable level? | Don't Know |
| | #4 | If so were PCBs found at a measurable level? | Don't Know |
| | #5 | If so attach the results or note from whom the results can be obtained. | |
| | #6 | Do you have reason to believe the product contains measurable levels of PCBs? | No |
| | #7 | Do you have reason to believe the product packaging contains measurable levels of PCBs | No |
| BIDDER INFORMATION | | | |
| | #1 | Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts. | Brian Britt<br>brianbritt@aaaconcrete.us<br>509-407-7563 |
| ORGANIZATION | | | |
| | #1 | Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here | Corporation |

| | | | |
|---|---|---|---|
| BUSINESS REGISTRATION: | | | |
| | #1 | Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf) | Acknowledged and Understood |
| | #2 | City of Spokane Business Registration Number: | 604237424 |
| PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | | | |
| | #1 | All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response | Acknowledged and Understood |
| MINORITY BUSINESS ENTERPRISE | | | |
| | #1 | Vendor ( IS ) ( IS NOT ) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women. | Is Not |
| SMALL BUSINESS | | | |
| | #1 | Vendor ( IS ) ( IS NOT ) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration). | Is |
| NON-COLLUSION | | | |
| | #1 | The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation. | Certifies No Agreement Has Been Entered |
| ACCEPTANCE PERIOD | | | |
| | #1 | Bids must provide a minimum of sixty (60) calendar days for acceptance by the City from the bid due date. | I agree and I acknowledge |
| TERM OF VALUE BLANKET ORDER(S) | | | |

| | | | |
|---|---|---|---|
| | #1 | Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning June 29, 2026 and terminating on June 28, 2031. The Vendor's prices shall be firm throughout the first 12-months, 6/29/2026 through 6/28/2027, with annual pricing adjustments on the anniversary of the award (implied June 29, 20xx) with justification and concurred with by the City. | I agree and I acknowledge |
| DISCOUNT PERCENTAGES | | | |
| | #1 | Discount percentages offered will remain unchanged throughout the life of the contract. | I agree and I acknowledge |
| GENERAL INSTRUCTIONS | | | |
| | #1 | Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product. | Acknowledged and Understood |
| | #2 | The City of Spokane reserves the right to accept or reject any variance from the published requirements and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City. City may choose from more than one vendor. | Acknowledged and Understood |
| | #3 | The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City. | Acknowledged and Understood |
| | #4 | The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City. | Acknowledged and Understood |
| | #5 | Any contract awarded shall not be exclusive to the winning bidder. The City reserves the right to purchase items from another Supplier if doing so is advantageous to the City. | Acknowledged and Understood |
| | #6 | Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered. | Acknowledged and Understood |
| SPECIAL INSTRUCTIONS | | | |
| | #1 | If the product differs from the provisions contained herein, these differences must be explained in detail. | Acknowledged and Understood |
| | #2 | Successful bidder shall furnish standard warranty, State Warranty Here: | N/A |
| | #3 | Federal and State laws governing this product and its final certification must be satisfied. | Acknowledged and Understood |
| | #4 | It shall be the Supplier's responsibility to conform to all Federal Standards for certification. | Acknowledged and Understood |
| | #5 | As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here. | |
| TECHNICAL REQUIREMENTS | | | |
| | #1 | The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid. | Acknowledged and Understood |
| | #2 | Bidder shall list on Attachment A, Pricing Pages RFQ 6510-26, the variety of concrete mix designs it is able supply. Pricing page is located in the "Documents" tab. | Acknowledged and Understood |
| | #2.1 | Bidder shall upload specifications for "each" variety of concrete mix design that is had listed on pricing page. Upload all specifications for each variety of concrete mix design here, or the City may deem you non-responsive. | City of Spokane Submittal -combined.pdf |
| | #3 | In addition to the specifications Bidder has uploaded, the awarded Supplier must be able to meet below specifications: | I agree and I acknowledge |
| | #3.1 | Coarse aggregate shall conform to Section 9-03.1(4) Coarse Aggregate for Concrete, of Washington State Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction, Division 9 Materials. | I agree and I acknowledge |
| | #3.2 | The nominal maximum aggregate shall be no less than 3/4-inch and no more than 1-1/2 inches. | I agree and I acknowledge |
| | #3.3 | Commercial concrete placed above ground shall be air entrained and have an air content from 4.5 to 7.5 | I agree and I acknowledge |
| | | | |

| | | | |
|---|---|---|---|
| | #3.4 | Non-vibrated commercial concrete shall have a maximum slump of 7-inches. | I agree and I acknowledge |
| | #3.5 | Commercial concrete shall have a minimum 28-day compressive strength of 3,000 PSI. | I agree and I acknowledge |
| | #3.6 | If you took exception to #3.1 through #3.5 above, explain in detail. | NA |
| | #4 | VENDOR'S FACILITIES: Enter the following information for all yard/stockpile locations for items included on this bid: Location Name, Street Address, Normal Operating Hours, Business Phone Number, After Hours Phone Number: | AAA Concrete 110 N Hayford Rd Spokane WA 99224 5am-5pm 509-315-1105 |
| | #5 | Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here. | City of Spokane Submittal Form 2026.pdf |
| | #6 | State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. | AAA Concrete Inc 110 N Hayford Rd Spokane WA 99224 |
| | #7 | If you took exception to #1 through 6 above, explain in detail. | NA |
| DELIVERY DEFAULT | | | |
| | #1 | The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. | I don’t agree and I don’t acknowledge |
| | #2 | Purchaser may procure from another source and Vendor will be required to pay any differences in cost. | I don’t agree and I don’t acknowledge |
| DELIVERIES | | | |
| | #1 | Vendor must/shall deliver to specific job sites as needed. FOB Delivery Point: Job Site. | Acknowledged and Understood |
| | #1.1 | Job Site will be provided to Supplier each time an order is placed. | Acknowledged and Understood |
| | #2 | State lead time in Business Days for delivery at “Job Site”, upon receipt of order. Enter number of Business Days here: | 2 |
| | #2.1 | Time is of the essence in the performance of this contract after a delivery schedule is established. | Acknowledged and Understood |
| ADDENDA | | | |
| | #1 | Indicated how many Addenda bidder acknowledges receipt of. | 2 |
| PRICING | | | |
| | #1 | Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | Acknowledged and Understood |
| | #1.1 | Bidder acknowledges it would apply applicable sales tax when invoicing. | Acknowledged and Understood |
| | #1.2 | UNIT PRICE: Should not include tax. | Acknowledged and Understood |
| | #2 | All prices quoted shall be, ALL-INCLUSIVE, F.O.B. Destination to Job Sites. | Acknowledged and Understood |
| | #3 | PRICING - FIRM PRICE: Pricing submitted shall be firm throughout the first year of the contract period, 6/29/2026 through 6/28/2027, during this period no increase in contract prices shall be allowed. | Acknowledged and Understood |

| | | | |
|---|---|---|---|
| | #4 | PRICE INCREASES: Can be requested on the anniversary date of the contract (implied June 29, 20xx). Any proposed price increases must be fully-documented and justified by the Vendor. Adjustments to pricing shall be the result of increases at the manufacturer's level, and shall not produce a higher profit margin than that on the original Value Blanket, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. The City of Spokane reserves the right to cancel the Value Blanket if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause. Retroactive price increase adjustments will not be considered. | Acknowledged and Understood |
| | #5 | PRICE DECREASES. During the term of the Value Blanket, should the Vendor realize any or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Value Blanket to provide similar pricing to the City. Price decreases may be considered and implemented at any time upon mutual consent of the parties. | Acknowledged and Understood |
| | #6 | ADDITIONAL CONCRETE MIX DESIGNS AND RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional concrete mix designs and related items are needed that are not listed on Pricing Form, the City reserves the right to contact the awarded Vendor(s) to purchase additional concrete mix designs and related items from the Vendor(s), via the Value Blanket Order, at the Vendor’s current pricing at the future point(s) in time, to ensure the City's needs are met. | I agree and I acknowledge |
| | #7 | Bidder must download and complete Attachment A, Pricing Pages RFQ 6510-26, that is located in the "Documents" tab. Upload Here. | City Of Spokne Mix design sheet.pdf |
| ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD | | | |
| | #1 | If you have additional information/documents to submit, upload them here. | City of Spokane Various Mix Designs.pdf |
| | #2 | If you have additional information/documents to submit, upload them here. | City of Spokane Submittal 260114A 2026.pdf |
| | #3 | If you have additional information/documents to submit, upload them here. | City of Spokane Submittal 265114A 2026.pdf |
| | #4 | If you have additional information/documents to submit, upload them here. | City of Spokane Submittal 360114A 2026.pdf |
| | #5 | If you have additional information/documents to submit, upload them here. | City of Spokane Submittal 365114A 2026.pdf |
| | #6 | If you have additional information/documents to submit, upload them here. | City of Spokane Submittal Form 2026.pdf |
| | #7 | If you have additional information/documents to submit, upload them here. | |

These Next Five (5) Pages Must be Completed and Uploaded Into ProcureWare via the Response Tab Pertaining to "Pricing Section" Question #7

**RFQ 6510-25**
**Various Concrete Mix Designs, As Needed - Delivered To Job Sites As Needed Over 5-Year Period**

| PRICING PAGE |
|---|
| RFQ 6510-26, Various Concrete Mix Designs, As Needed - Delivered To Job Sites As Needed Over 5-Year Period |
| Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning June 29, 2026 and terminating on June 28, 2031. The Vendor's prices shall be firm throughout the first 12-months, 6/29/2026 to 6/28/2027, with annual pricing adjustments on the anniversary of the award (implied June 29, 20xx) with justification and concurred with by the City. |
| MULTIPLE AWARDS: More than one Valve Blanket may be awarded. Award of Value Blanket(s), when and if made, will be to the Bidder(s) whose Bid(s) are most favorable to the City. Value Blanket(s) are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s). |
| The City reserves the right to select among awarded Vendors when placing orders: Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to for delivery to job site(s). |
| Estimated five-year expenditure is $350,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered and accepted |
| ADDITIONAL CONCRETE MIX DESIGNS AND RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, to include any renewals, that additional concrete mix designs and related items are needed that are not listed on Pricing Form, the City reserves the right to contact the Vendor to purchase additional concrete mix designs and related items from the Vendor, via the Value Blanket Order, at the Vendor's current pricing at the future point(s) in time, to ensure the City's needs are met. |
| All prices quoted shall be, ALL-INCLUSIVE, F.O.B. Destination to Job Sites. |

**June 29, 2026 Through June 28, 2027**

The Vendor's prices shall be firm throughout the first 12-months, 8/19/2026 to 8/18/2027, with annual pricing adjustments on the anniversary of the award (implied 8/19/20xx) with justification and concurred with by the City.

**All prices quoted shall be, ALL-INCLUSIVE, F.O.B. Destination to Job Sites.**

ADDITIONAL CONCRETE MIX DESIGNS AND RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional concrete mix designs and related items are needed that are not listed on Pricing Form, the City reserves the right to contact the Vendor to purchase additional concrete mix designs and related items from the Vendor, via the Value Blanket Order, at the Vendor's current pricing at the future point(s) in time, to ensure the City's needs are met.

| Bidder shall list all the variety of concrete mix designs it is able supply | Concrete Mix Design | Unit Price Per Cubic Yard **Inclusive Of Delivery To Job Sites** | Is there is a minimum load quantity for delivery. Specify what the minimum load is: | If less than a minimum load is ordered for delivery, is there a fee? If so, what is the that: | **Enter Yes, Stating applicable Mix Design Specifications Were Uploaded** |
|---|---|---|---|---|---|
| Enter Concrete Mix Design Here: | 260114A 6SK Ext with $H_2O$ Reducer | $165.00 | 5 Cubic Yards | $200.00 | |

| | | | | | |
|---|---|---|---|---|---|
| Enter Concrete Mix Design Here: | 265114A<br>6.5 SK<br>Exterior<br>with $H_2O$<br>Reducer | $ 170.00 | 5 cubic Yards | $ 200.00 | |
| Enter Concrete Mix Design Here: | 360114A<br>Class 3000<br>6 SK<br>Exterior | $ 165.00 | 5 cubic Yards | $ 200.00 | |

| | | | | | |
|---|---|---|---|---|---|
| Enter Concrete Mix Design Here: | 365114A<br>Class 4000<br>6.5 sk<br>Exterior | $170.00 | 5 Cubic Yards | $200.00 | |
| Enter Concrete Mix Design Here: | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Enter Concrete Mix Design Here: | | | | | |

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

**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:** Brian Britt AAA Concrete Inc.

Signature of Bidder's Authorized Representative

Sales
Title

110 N Hayford Rd
Address Spokane WA 99224

509-407-7563
Phone

# **** PRICE QUOTE ****


**AAA Concrete, Inc.**
*A Division of Central Washington Asphalt, Inc.*
*110 N. Hayford Rd., Spokane, WA 99224*
www.aaaconcrete.us

**Office:** 509.315.2179
**Dispatch:** 509.315.1105

**General Manager:** Joe Hoffman 509-407-7817
**Sales / QC** Brian Britt 509-407-7563

**Payments by Mail:**
PO Box 908
Spokane WA, 99210

**Payments by Phone:**
509.244.2800


**Price Quote For:** City of Spokane
**Project ID:** Various Concrete Mix Designs, As Needed
**Location:**
**Date Quoted:** 4/15/2026
**Plant:** Hayford
**Job Types:** Residential/ Commercial

**Point of Contact:**
**POC e-mail, phone**

**Quote Expires:** 2026 *or executed PO*
**Approved By:** *Joe Hoffman*
**Signature:** *JHH*

| Product | | Pricing | | |
|---|---|---|---|---|
| **Concrete, Ready Mixed** Use, Strength, Max Water/Cement, Air (+/- 1.5%) per Specs. | | Contractor Pricing | | |
| Class 4000 | 365114A - 6.5SK Exterior | Cubic Yard | $ | 170.00 |
| Class 4000 | 256114A - 6.5SK Exterior With Water Reducer | Cubic Yard | $ | 170.00 |
| Class3000 | 360114A - 6.0SK Exterior | Cubic Yard | $ | 165.00 |
| Class 3000 | 260114A - 6.0Sk Exterior With Water Reducer | Cubic Yard | $ | 165.00 |
| | All mixes, without air, can be used for interior work. | | | |

**Admixtures and other Available Items**

| Brand | Item | Cost | | Units |
|---|---|---|---|---|
| BASF | Plasticizer, "Super P" High Range Water Reducer | $ | 7.00 | per cu. yd. |
| BASF | Non-Chloride Setting Accelerator (non corrosive) | $ | 2.50 | per .25% |
| BASF | Hi Early, HE122 Calcium Chloride Setting Accelerator | $ | 1.75 | per .25% |
| BASF | Micro Fibers, M100, dose .5 lb/cy | $ | 5.00 | per cu. yd. |
| BASF | Fibrillated Microfiber, F70 or F100, dose 1.5 lb/cy | $ | 5.00 | per cu. yd. |
| BASF | MasterFiber, MAC 360 FF, dose 3 lb/cy | $ | 20.00 | per cu. yd. |
| BASF | MasterMatrix VMA 358 - aka "Snot" *(rec. 1/4" dose per hopper)* | $ | 50.00 | per gal |
| Euclid | Surface Set Retarder for Exposed Aggregate | $ | 150.00 | 5 gal pail |
| Dayton | Top Cast 03, Light-Violet Acid Etch, Top Surface Retarder | $ | 225.00 | 5 gal pail |
| BASF | Masterset DELVO, Set Delay | $ | 0.40 | per oz. |
| BASF | MasterColor Liquid Admix, makes colors off any chart | $ | 3.00 | lb |
| Euclid | Diamond Clear Sealer | $ | 175.00 | 5 gal pail |
| Euclid | Super Diamond Clear Sealer | $ | 225.00 | 5 gal pail |
| Euclid | Eucobar Evaporation Retardant (9:1 water ratio) | $ | 55.00 | 1 gallon |
| XYPEX | Waterproofing, C-500 | $ | 50.00 | per treated cu. yd. |
| WR Meadows | Mastic, sold in 100' bundles | $ | 45.00 | 100' bundle |
| BASF | Masterlife 300L Waterproofing | $ | 35.00 | per treated cu. yd. |

**Gravel, Sand, Eco-Blocks**

| Item | $ | | units |
|---|---|---|---|
| *Gravel, Crushed Rock, Sand Available, Picked up or Delivered* | | | *Call for Quote* |
| Eco-Blocks | $ | 90.00 | per block |

**Fees**

| Item | Cost | | Units |
|---|---|---|---|
| Off-Hour Opening Fee (before 5am or after 5pm) | TBD | | flat fee |
| Winter Fee, Hot Water (Nov 1 - March 31) | $ | 6.00 | per cu. yd. |
| Batched Color Load Mixer Washout | $ | 50.00 | per load |
| Third Party Color Added On Project Site, Mixer Washout | $ | 125.00 | per load |
| If No Mixer Washout Available On Project Site Fee | $ | 125.00 | per load |
| Local Market Short Load Fee (loads under 5 cu.yd.) | $ | 200.00 | per load |
| Long Haul Short Load Flat Fee Scale (for loads under 8 cu. yd.) | $500 2-3yds, | | $250 4-5.75yds, $150 6yds and under |
| Distance Fees will be added for long hauls*Please see pricing below* | | | |
| Disposable Washout Berm- 50gal capacity | $ | 90.00 | per berm |
| Extended Time charged (first 10 min/cu. yd. free) | $ | 3.00 | min |
| Mixer Truck/Driver Time, when applicable | $ | 170.00 | hour |
| *** Prevailing Wage Mixer Delivery Projects (additional charge)* | $ | 10.00 | per hour |
| Dump Truck (12 cy, ~15 Ton Loads), with driver | $ | 170.00 | hour |
| Dump Truck with Pup (25 cy, ~32 Ton Loads), with driver | $ | 175.00 | hour |
| Super Dump Truck ( 18 cy, ~22 Ton loads) | $ | 175.00 | hour |
| *** Prevailing Wage Dump Delivery Projects (additional charge)* | $ | 15.00 | hour |
| Fuel Surcharge | $ | 19.50 | per load |

**Notes**

**Zone Fees per cu. yd.-Zone 1 ( 30 to 35 miles $10.00), Zone 2 (35.1 to 40 miles $20.00), Zone 3 (40.1 to 45 miles $30.00), Zone 4 (45.1 to 50 miles $40.00) Over 50 miles $50.00 per cu. yd.**

1. No charges/fees will be added for Environmental or Administratives. Fuel surcharges may be added aligned with diesel price fluctuations. Credit Card transactions incur a 3% processing fee.
2. This quotation is specific, applies only to the contractor and/or the project referenced above and is subject to change.
3. Quotes for delivered loads are F.O.B. job site over suitable roads. AAA Concrete retains the right to stop delivery if access roads are not deemed safe for our equipment and employees at the discretion of the senior AAA Concrete employee on site. For deliveries that go beyond municipality easements and roads, the contrator/customer will assume all responsibilities for any damage.
4. No orders will be batched in volumes less than 2 cu. yd. - Customer must purchase and we will mix no less than 2 cy to ensure product quality/consistency.
5. Pricing subject to collection of appropriate sales taxes unless exempted with a WA State Reseller's Permit on file with AAA Concrete at time of sale.

Washington State Department of Transportation

# Concrete Mix Design

| Contractor | Submitted By | Date |
|---|---|---|
| City of Spokane | Joe Hoffman | 04/14/2026 |
| **Concrete Supplier** | **Plant Location** | |
| AAA Concrete, Inc. | Spokane, WA | |
| **Contract Number** | **Contract Name** | |
| | Various mix designs over 5 yr period | |

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: Other - Define in Remarks

Remarks
6.0sk
Exterior
w/reducer

**Mix Design No.** 260114A **Plant No.** 13-Spokane

| Cementitious Materials | Source | Plant | Type, Class or Grade | Sp. Gr. | Lbs/cy |
|---|---|---|---|---|---|
| **Cement** | Lafarge | Exshaw | Type 1-L | 3.15 | 564 |
| **Fly Ash** [a] | | | ☐ F ☐ C **Alkali %** _____ | | |
| **GGBFS (Slag)** [a] | | | ☐ 100 ☐ 120 | | |
| | | | | | |
| | | | | | |

| Concrete Admixtures | Manufacturer | Product | Est. Range (oz/cy) |
|---|---|---|---|
| Air Entrainment | MasterBuilders | MB AE90 | 4.5-7.5 |
| Water-Reducing Type A | MasterBuilders | Polyheed 980 | 10-25 |
| | | | |
| | | | |
| | | | |

Water (Maximum) 265 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.470

Mix Design Density (pcf) 142.66

**Design Performance (Attach Test Data)**

**Average 28-day compressive strength (psi)** 3500

**Average 14-day flexural strength (psi) (Concrete Pavement Only)**

**Concrete Chloride Ion Content (% by mass of cement)** ☐ Water Soluble ☐ Acid Soluble

***Agency Use Only*** (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

**Mix Design No.** 260114A **Plant No.** 13-Spokane

**Aggregate Gradation** ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

| Aggregates | 1 | 2 | 3 | 4 | 5 | Total |
|---|---|---|---|---|---|---|
| WSDOT Source No. [b] | ID-14 | ID-14 | ID-14 | ID-14 | | |
| Source Expiration Date [b] | 5/15/28 | 5/15/28 | 5/15/28 | 5/15/28 | | |
| ASR Expansion (%) b ☐ 14 Day ☑ 1 Year | 0.03 | 0.03 | 0.03 | 0.03 | | |
| Is ASR Mitigation Required? | No | No | No | No | | |
| Stock Pile Grading [c] | | | | | | |
| Percent of Total Aggregate | 46.5 | 11.6 | 25.4 | 16.5 | | 100 |
| Specific Gravity (SSD) | 2.666 | 2.651 | 2.631 | 2.600 | | |
| Lbs/cy (ssd) | 1418 | 422 | 958 | 410 | | 3208 |
| **Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.** | **Percent Passing** | | | | | **Total** |
| 2 inch | | | | | | 0.00 |
| 1-1/2 inch | | | | | | 0.00 |
| 1 inch | 100.00 | 100.00 | 100.00 | 100.00 | | 100.00 |
| 3/4 inch | 93.60 | 100.00 | 100.00 | 100.00 | | 97.17 |
| 1/2 inch | 45.30 | 100.00 | 100.00 | 100.00 | | 75.82 |
| 3/8 inch | 17.90 | 100.00 | 100.00 | 100.00 | | 63.71 |
| No. 4 | 1.00 | 10.40 | 100.00 | 100.00 | | 44.45 |
| No. 8 | 0.90 | 0.70 | 99.80 | 99.80 | | 43.05 |
| No. 16 | 0.80 | 0.70 | 96.60 | 96.60 | | 41.64 |
| No. 30 | 0.80 | 0.50 | 78.60 | 78.60 | | 33.94 |
| No. 50 | 0.70 | 0.50 | 35.50 | 35.40 | | 15.50 |
| No. 100 | 0.70 | 0.40 | 2.90 | 6.21 | | 2.02 |
| No. 200 | 0.60 | 0.40 | 1.50 | 7.21 | | 1.69 |

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

**Notes:**

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

Washington State Department of Transportation

# Concrete Mix Design

| Contractor | Submitted By | Date |
|---|---|---|
| City of Spokane | Joe Hoffman | 04/14/2026 |

| Concrete Supplier | Plant Location |
|---|---|
| AAA Concrete, Inc. | Spokane, WA |

| Contract Number | Contract Name |
|---|---|
| | Various mix designs over 5 yr period |

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: 4000

Remarks
6.5sk
Exterior
w/reducer

**Mix Design No.** 265114A **Plant No.** 13-Spokane

| Cementitious Materials | Source | Plant | Type, Class or Grade | Sp. Gr. | Lbs/cy |
|---|---|---|---|---|---|
| **Cement** | Lafarge | Exshaw | Type 1-L | 3.15 | 611 |
| **Fly Ash** [a] | | | ☐ F ☐ C **Alkali %** _____ | | |
| **GGBFS (Slag)** [a] | | | ☐ **100** ☐ **120** | | |
| | | | | | |
| | | | | | |

| Concrete Admixtures | Manufacturer | Product | Est. Range (oz/cy) |
|---|---|---|---|
| Air Entrainment | MasterBuilders | MB AE90 | 4.5-7.5 |
| Water-Reducing Type A | MasterBuilders | Polyheed 980 | 10-25 |
| | | | |
| | | | |
| | | | |

Water (Maximum) 275 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.4501

Mix Design Density (pcf) 142.33

**Design Performance (Attach Test Data)**

**Average 28-day compressive strength (psi)** 4000

**Average 14-day flexural strength (psi) (Concrete Pavement Only)**

**Concrete Chloride Ion Content (% by mass of cement)** ☐ Water Soluble ☐ Acid Soluble

***Agency Use Only*** (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

**Mix Design No.** 265114A **Plant No.** 13-Spokane

**Aggregate Gradation** ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

| Aggregates | 1 | 2 | 3 | 4 | 5 | Total |
|---|---|---|---|---|---|---|
| WSDOT Source No. [b] | ID-14 | ID-14 | ID-14 | ID-14 | | |
| Source Expiration Date [b] | 5/15/28 | 5/15/28 | 5/15/28 | 5/15/28 | | |
| ASR Expansion (%) b ☐ 14 Day ☑ 1 Year | 0.03 | 0.03 | 0.03 | 0.03 | | |
| Is ASR Mitigation Required? | No | No | No | No | | |
| Stock Pile Grading [c] | | | | | | |
| Percent of Total Aggregate | 46.5 | 11.6 | 25.4 | 16.5 | | 100 |
| Specific Gravity (SSD) | 2.666 | 2.651 | 2.631 | 2.600 | | |
| Lbs/cy (ssd) | 1320 | 438 | 718 | 479 | | 2955 |
| **Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.** | **Percent Passing** | | | | | **Total** |
| 2 inch | | | | | | 0.00 |
| 1-1/2 inch | | | | | | 0.00 |
| 1 inch | 100.00 | 100.00 | 100.00 | 100.00 | | 100.00 |
| 3/4 inch | 93.60 | 100.00 | 100.00 | 100.00 | | 97.14 |
| 1/2 inch | 45.30 | 100.00 | 100.00 | 100.00 | | 75.57 |
| 3/8 inch | 17.90 | 100.00 | 100.00 | 100.00 | | 63.33 |
| No. 4 | 1.00 | 10.40 | 100.00 | 100.00 | | 42.50 |
| No. 8 | 0.90 | 0.70 | 99.80 | 99.80 | | 40.93 |
| No. 16 | 0.80 | 0.70 | 96.60 | 96.60 | | 39.59 |
| No. 30 | 0.80 | 0.50 | 78.60 | 78.60 | | 32.27 |
| No. 50 | 0.70 | 0.50 | 35.50 | 35.40 | | 14.75 |
| No. 100 | 0.70 | 0.40 | 2.90 | 6.21 | | 2.08 |
| No. 200 | 0.60 | 0.40 | 1.50 | 7.21 | | 1.86 |

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

**Notes:**

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

Washington State Department of Transportation

# Concrete Mix Design

| Contractor | Submitted By | Date |
|---|---|---|
| City of Spokane | Joe Hoffman | 04/14/2026 |
| **Concrete Supplier** | **Plant Location** | |
| AAA Concrete, Inc. | Spokane, WA | |
| **Contract Number** | **Contract Name** | |
| | Various mix designs over 5 yr period | |

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: 3000

Remarks

Class 3000psi

**Mix Design No.** 360114A **Plant No.** 13-Spokane

| Cementitious Materials | Source | Plant | Type, Class or Grade | Sp. Gr. | Lbs/cy |
|---|---|---|---|---|---|
| **Cement** | Lafarge | Exshaw | Type 1-L | 3.15 | 564 |
| **Fly Ash** [a] | | | ☐ F ☐ C **Alkali %** _____ | | |
| **GGBFS (Slag)** [a] | | | ☐ 100 ☐ 120 | | |
| | | | | | |
| | | | | | |

| Concrete Admixtures | Manufacturer | Product | Est. Range (oz/cy) |
|---|---|---|---|
| Air Entrainment | MasterBuilders | MB AE90 | 4.5-7.5 |
| Water-Reducing Type A | MasterBuilders | Polyheed 980 | 15-25 |
| | | | |
| | | | |
| | | | |

Water (Maximum) 265 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.470

Mix Design Density (pcf) 142.82

**Design Performance (Attach Test Data)**

**Average 28-day compressive strength (psi)** 3500

**Average 14-day flexural strength (psi) (Concrete Pavement Only)**

**Concrete Chloride Ion Content (% by mass of cement)** ☐ Water Soluble ☐ Acid Soluble

***Agency Use Only*** (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

**Mix Design No.** 360114A **Plant No.** 13-Spokane

**Aggregate Gradation** ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

| Aggregates | 1 | 2 | 3 | 4 | 5 | Total |
|---|---|---|---|---|---|---|
| WSDOT Source No. [b] | ID-14 | ID-14 | ID-14 | ID-14 | | |
| Source Expiration Date [b] | 5/15/28 | 5/15/28 | 5/15/28 | 5/15/28 | | |
| ASR Expansion (%) b ☐ 14 Day ☑ 1 Year | 0.03 | 0.03 | 0.03 | 0.03 | | |
| Is ASR Mitigation Required? | No | No | No | No | | |
| Stock Pile Grading [c] | | | | | | |
| Percent of Total Aggregate | 46.5 | 11.6 | 25.4 | 16.5 | | 100 |
| Specific Gravity (SSD) | 2.666 | 2.651 | 2.631 | 2.600 | | |
| Lbs/cy (ssd) | 1417 | 353 | 766 | 489 | | 3025 |
| **Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.** | **Percent Passing** | | | | | **Total** |
| 2 inch | | | | | | 0.00 |
| 1-1/2 inch | | | | | | 0.00 |
| 1 inch | 100.00 | 100.00 | 100.00 | 100.00 | | 100.00 |
| 3/4 inch | 93.60 | 100.00 | 100.00 | 100.00 | | 97.00 |
| 1/2 inch | 45.30 | 100.00 | 100.00 | 100.00 | | 74.38 |
| 3/8 inch | 82.10 | 100.00 | 100.00 | 100.00 | | 91.62 |
| No. 4 | 1.00 | 10.40 | 100.00 | 100.00 | | 43.17 |
| No. 8 | 1.00 | 0.70 | 99.80 | 99.80 | | 41.95 |
| No. 16 | 0.80 | 0.70 | 96.60 | 96.60 | | 40.53 |
| No. 30 | 0.80 | 0.50 | 78.60 | 78.60 | | 33.04 |
| No. 50 | 0.70 | 0.50 | 35.50 | 35.40 | | 15.10 |
| No. 100 | 0.70 | 0.40 | 2.90 | 6.21 | | 2.11 |
| No. 200 | 0.60 | 0.40 | 1.50 | 7.21 | | 1.87 |

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

**Notes:**

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

**Washington State Department of Transportation**

# Concrete Mix Design

| Contractor | Submitted By | Date |
|---|---|---|
| City of Spokane | Joe Hoffman | 04/14/2026 |
| **Concrete Supplier** | **Plant Location** | |
| AAA Concrete, Inc. | Spokane, WA | |
| **Contract Number** | **Contract Name** | |
| | Various mix designs over 5 yr period | |

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: 4000

Remarks

6.5sk
Class4000psi
Exterior

**Mix Design No.** 365114A **Plant No.** 13-Spokane

| Cementitious Materials | Source | Plant | Type, Class or Grade | Sp. Gr. | Lbs/cy |
|---|---|---|---|---|---|
| **Cement** | Lafarge | Exshaw | Type 1-L | 3.15 | 611 |
| **Fly Ash** [a] | | | ☐ F ☐ C **Alkali %** _____ | | |
| **GGBFS (Slag)** [a] | | | ☐ **100** ☐ **120** | | |
| | | | | | |
| | | | | | |

| Concrete Admixtures | Manufacturer | Product | Est. Range (oz/cy) |
|---|---|---|---|
| Air Entrainment | MasterBuilders | MB AE90 | 4.5-7.5 |
| Water-Reducing Type A | MasterBuilders | Polyheed 980 | 10-25 |
| | | | |
| | | | |
| | | | |

Water (Maximum) 275 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.45

Mix Design Density (pcf) 142.38

**Design Performance (Attach Test Data)**

**Average 28-day compressive strength (psi)** 4400

**Average 14-day flexural strength (psi) (Concrete Pavement Only)**

**Concrete Chloride Ion Content (% by mass of cement)** ☐ Water Soluble ☐ Acid Soluble

***Agency Use Only*** (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

**Mix Design No.** 365114A **Plant No.** 13-Spokane

**Aggregate Gradation** ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

| Aggregates | 1 | 2 | 3 | 4 | 5 | Total |
|---|---|---|---|---|---|---|
| WSDOT Source No. [b] | ID-14 | ID-14 | ID-14 | ID-14 | | |
| Source Expiration Date [b] | 5/15/28 | 5/15/28 | 5/15/28 | 5/15/28 | | |
| ASR Expansion (%) b ☐ 14 Day ☑ 1 Year | 0.03 | 0.03 | 0.03 | 0.03 | | |
| Is ASR Mitigation Required? | No | No | No | No | | |
| Stock Pile Grading [c] | | | | | | |
| Percent of Total Aggregate | 46.5 | 11.6 | 25.4 | 16.5 | | 100 |
| Specific Gravity (SSD) | 2.666 | 2.651 | 2.631 | 2.600 | | |
| Lbs/cy (ssd) | 1396 | 349 | 888 | 380 | | 3013 |
| **Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.** | **Percent Passing** | | | | | **Total** |
| 2 inch | | | | | | 0.00 |
| 1-1/2 inch | | | | | | 0.00 |
| 1 inch | 100.00 | 100.00 | 100.00 | 100.00 | | 100.00 |
| 3/4 inch | 93.60 | 100.00 | 100.00 | 100.00 | | 97.03 |
| 1/2 inch | 45.30 | 100.00 | 100.00 | 100.00 | | 74.66 |
| 3/8 inch | 17.90 | 100.00 | 100.00 | 100.00 | | 61.96 |
| No. 4 | 1.00 | 10.40 | 100.00 | 100.00 | | 43.75 |
| No. 8 | 0.90 | 0.70 | 99.80 | 99.80 | | 42.50 |
| No. 16 | 0.80 | 0.70 | 96.60 | 96.60 | | 41.11 |
| No. 30 | 0.80 | 0.50 | 78.60 | 78.60 | | 33.51 |
| No. 50 | 0.70 | 0.50 | 35.50 | 35.40 | | 15.31 |
| No. 100 | 0.70 | 0.40 | 2.90 | 6.21 | | 2.01 |
| No. 200 | 0.60 | 0.40 | 1.50 | 7.21 | | 1.68 |

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

**Notes:**

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

AMRIZE

eco 45% reduction in $CO_2$

# MaxCem® Mill Test Report

## Month of Issue: August 2025

| | |
|---|---|
| **Plant:** | **Seattle, Washington** |
| **Product:** | **MaxCem® - Type IT(L11)(S30)MS & GULb-30S** |
| **Month of Production:** | **July 2025** |
| **Mill Test Report Number:** | **SEA_MAXCEM_August_2025** |

### ASTM C 595, AASHTO M 240 and CSA A3000 Standard Requirements

**CHEMICAL ANALYSIS**

| Item | Spec limit | Test Result |
|---|---|---|
| Rapid Method, X-Ray *(C 114)* | | |
| SiO2 (%) | — | 21.5 |
| Al2O3 (%) | — | 6.7 |
| Fe2O3 (%) | — | 2.3 |
| CaO (%) | — | 54.4 |
| MgO (%) | — | 1.9 |
| Sulphate as SO3 (%) | 3.0 max* | 4.1 |
| Loss on ignition (%) | 10.0 max | 5.9 |
| Total Alkalis (Type IL) | — | 0.45 |
| Slag addition (%) | | 30 |
| Richmond Type IL (%) | | 70 |

**PHYSICAL ANALYSIS**

| Item | Spec limit | Test Result |
|---|---|---|
| Air content of mortar (%) *(C 185)* | 12 max | 7 |
| Blaine Fineness (m2/kg) *(C 204)* | — | 499 |
| Fineness, Residue retained on a 45 um sieve (%) | — | 1.5 |
| Compressive strength PSI [MPA] *(C 109)* | | |
| 3 days | 1890 min | 2920 [20.1] |
| 7 days | 2900 min | 3990 [27.5] |
| 28 days Previous Month | 3620 min | 6000 [41.4] |
| Time of setting (minutes) | | |
| Vicat Initial *(C 191)* | 45 - 420 | 131 |
| C-1038 Expansion 14-day (%) (C 1038)* | 0.020 | 0.009 |

*Chemical requirements states that SO3 content above 3.0 is permissible if the C1038 expansion is below 0.020% at 14 days.

**We certify that the above described cement, at the time of shipment, meets the chemical and physical ASTM C595, AASHTO M 240 and CSA A3000 Standard Requirements**

**Amrize - Seattle Plant**
5400 W. Marginal Way SW, Seattle, WA 98106
Phone: 206-937-8025

Certified By:

Robert S. Shogren

Rob Shogren - Technical Director

August 5, 2025

# WSDOT MATERIALS LAB 06/12/2025

## Aggregate Source Approval Report

Owner: Central Investment Properties
Aggregate Source: PS-ID-14
Lessee: AAA Concrete
Known as: Beck Rd Pit
Located in: NE1/4 Section 36 T51N R6W
County: Idaho

Address: 2601 N. Beck Road, Post Falls, ID

Remarks:
47.729666, -117.026105

**Mineral Agg. and Surfacing:** Test Date: 07/18/2022 Expiration Date: 07/18/2027

| | | | |
|---|---|---|---|
| Absorption: 0.7 | Apparent Sp. G.: 2.709 | Bulk Sp. G. (SSD): 2.677 | Bulk Sp. G.: 2.659 |
| Deg: 72 | LA: 18 | | |

**Remarks:**

**Currently Approved for:**

| | | |
|---|---|---|
| ATB | Ballast | BST Crushed Cover Stone |
| BST Crushed Screenings | Crushed Surfacing Base Course | Crushed Surfacing Key Stone |
| Crushed Surfacing Top Course | Gravel Backfill for Foundation Class A | HMA Other Courses |
| HMA Wearing Course | Maintenance Rock | Permeable Ballast |

Acceptance tests need to be performed as necessary.

**Aggregates for Concrete:** Test Date: 05/18/2023 Expiration Date: 05/18/2028

| | | | |
|---|---|---|---|
| ASR - 14 Day : 0.44 | ASR - One Year: 0.039 | CCA Absorption: 0.94 | CCA Sp.G: 2.643 |
| Deg: 77 | FCA Absorption: 2.17 | FCA Organics: 1 | FCA Sp. G: 2.586 |
| LA: 14 | | | |

**Remarks:** Lafarge ASTM C-1293 (1-Year ASR) - Fine: 0.029, Coarse: 0.039 - Dated 4/1/2025, Expires 4/1/2030

**Currently Approved for:**

Coarse Concrete Aggregates (Other as defined in 6-02.3(2))

Fine Concrete Aggregates

Coarse Concrete Agg (Structural and Paving Concrete)

Acceptance tests need to be performed as necessary Acceptance tests need to be performed as necessary

---

**Riprap, Quarry Spalls, Rock for Rock Wall, Erosion and Scour Protection:** Test Date:
Expiration Date:

| | | | |
|---|---|---|---|
| Absorption: | Apparent Sp. G.: | Bulk Sp. G. (SSD): | Bulk Sp. G.: |
| Deg: | LA: | | |

**Remarks:**

**NOT Approved for:**

| | | |
|---|---|---|
| Quarry Spalls | Riprap | Rock for Erosion and Scour Protection |
| Rock for Rock Walls | Stone 9-27.3(6) | |

---

**Streambed Aggregates:** Test Date: 07/18/2022 Expiration Date: 07/18/2027

| | | | |
|---|---|---|---|
| Absorption: 0.7 | Apparent Sp. G.: 2.709 | Bulk Sp. G. (SSD): 2.677 | Bulk Sp. G.: 2.659 |
| Deg: 72 | LA: 18 | | |

**Remarks:**

**Currently Approved for:**

Streambed Aggregate

---

**Gravel Borrow for Structural Earth Walls:** Test Date: 07/18/2022 Expiration Date: 07/18/2027

| | | |
|---|---|---|
| Bulk Sp. G. (SSD): 2.677 | Deg: 72 | LA: 18 |

**Remarks:** For geosynthetic reinforcement, the gravel borrow shall be tested for pH prior to placement. For metallic reinforcement, the gravel borrow shall be tested for pH, resistivity, chlorides, and sulfates prior to placement. If the resistivity of the backfill material equals or exceeds 5,000 ohm-cm, the specified chloride and sulfate limits may be waived. If the aggregate source has variable quality, additional testing may be required. Contact the Regional Materials Engineer or the State Geotechnical Engineer for direction.

**Currently Approved for:**

Gravel Borrow for Str Earth Walls

---

**ALL OTHER PIT RUN MATERIALS:**

Project Engineer may request preliminary samples but Aggregate Source Approval is not required.

**AGGREGATE MATERIALS NOT REQUIRING ASA APPROVAL :**

Aggregate for Gravel Base 9-03.10

Gravel Backfill for Foundation Class B 9-03.12(1)B

Gravel Backfill for Walls 9-03.12(2)

Gravel Backfill for Pipe Zone Bedding 9-03.12(3)

Gravel Backfill for Drains 9-03.12(4)

Gravel Backfill for Drywells 9-03.12(5)

Backfill for Sand Drains 9-03.13

Sand Drainage Blanket 9-03.13(1)

Gravel Borrow 9-03.14(1)

Select Borrow 9-03.14(2)

Common Borrow 9-03.14(3)

Native Material for Trench Backfill 9-03.15

Foundation Material Class A and B 9-03.17

Foundation Material Class C 9-03.18

Bank Run Gravel for Trench Backfill 9-03.19

Commercial Concrete Aggregate 6-02.3(2)B

# Qualified Product List

## Contractor Product Information

**Contractor:** **Contract No:**

**Sub Contractor:** **Date:**

**Bid Item:**

**Manufacturer:** Amrize (formerly Lafarge North America) - Exshaw, AB

**Product Name: Portland Cement: Type I, Type I/II low alkali and Type III; (AASHTO M-85, ASTM C-150)**

**Standard Spec :** 9-01.2(1), Concrete - Portland Cement

**Product Description :** Manufactured - Lafarge North America, Exshaw, AB (Canada): Distributed from Seattle, WA, Pasco, WA, Spokane, WA and Vancouver, WA, Type I, Type I/II low alkali and Type III
**Product Restriction :**

**Acceptance Code :** 2525
**Code Description :** Acceptance based upon the cement Manufacturer's Mill Test Report number being shown on each concrete producer's certificate of compliance.

**Last Updated :** Sep 13, 2010

**To be completed by the field inspector:**

**Quantity:** _____ **Verified By:** _____ **Date:** _____

Washington State

March 7, 2024

# Qualified Product List

## Contractor Product Information

**Contractor:** **Contract No:**

**Sub Contractor:** **Date:**

**Bid Item:**

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**Manufacturer:** Master Builders Solutions Admixture US, LLC (formerly BASF Corp. - Chemicals, Inc.) - Cleveland, OH

**Product Name: MasterAir AE 90**

**Standard Spec :** 9-23.6(1), Concrete Admixture - Air Entraining Admixtures

**Product Description :** Liquid air entraining admixture for concrete
**Product Restriction :**

**Acceptance Code :** 2250
**Code Description :** Acceptance is by field verification and the retaining of the Concrete Producer's Certificate of Compliance indicating the product and dosage of the admixture conform to the concrete mix design.

**Last Updated :** Nov 27, 2013

**To be completed by the field inspector:**

**Quantity:** _____ **Verified By:** _____ **Date:** _____

Washington State

March 7, 2024

# Qualified Product List

## Contractor Product Information

**Contractor:** **Contract No:**

**Sub Contractor:** **Date:**

**Bid Item:**

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**Manufacturer:** Master Builders Solutions Admixture US, LLC (formerly BASF Corp. - Chemicals, Inc.) - Kent, WA

**Product Name: MasterPolyheed 980**

**Standard Spec :** 9-23.6(2), Concrete Admixture - Type A - Water-Reducing Admixtures

**Product Description :** Chemical Admixture for Concrete; Type A
**Product Restriction :**

**Acceptance Code :** 2250
**Code Description :** Acceptance is by field verification and the retaining of the Concrete Producer's Certificate of Compliance indicating the product and dosage of the admixture conform to the concrete mix design.

**Last Updated :** Aug 2, 2019

**To be completed by the field inspector:**

**Quantity:** _____ **Verified By:** _____ **Date:** _____

# National Ready Mixed Concrete Association

NRMCA

## Certificate of Conformance
## Concrete Production Facilities

THIS IS TO CERTIFY THAT

***Hayford Plant, Spokane, WA***

# *AAA Concrete, Inc.*

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities.* As of the inspection date, the facility meets the requirements for production by

***Truck Mixing with Automatic Batching and Recordings of Cementitious Materials, Aggregate, Water, and Chemical Admixtures.***

Robert G. Shogren

Signature of Licensed Professional Engineer

| *October 07, 2025* | *October 17, 2027* |
|---|---|
| Inspection Date | Expiration Date |

This company will maintain this facility in compliance with the checklist requirements and promptly correct any deficiencies that develop.

Signature of Company Official & Title

**NOTICE:** The checklist verifies that the plant facilities are deemed satisfactory for concrete production when operated correctly. However, compliance of the concrete with specification requirements must be confirmed through standard inspection methods and sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association (NRMCA) to confirm that the production facility complies with the requirements outlined in Section 3 of the NRMCA Quality Control Manual for Ready Mixed Concrete Production Facilities. Unauthorized reproduction or misuse of this certificate may result in legal action.

Verify Certification **Plant ID #: 852553** **Certification ID #: 34796**



10/09/2025 08:25:07 PM

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Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** AAA CONCRETE, INC.

**Business name:** AAA CONCRETE, INC.

**Entity type:** Profit Corporation

**UBI #:** 604-237-424

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 110 N HAYFORD RD
SPOKANE WA 99224-9555

**Mailing address:** PO BOX 939
MOSES LAKE WA 98837-0142

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

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Spokane General Business - Non-Resident | | | | Active | Mar-31-2027 | Oct-21-2021 |
| Spokane Valley General Business - Non-Resident | | | | Active | Mar-31-2027 | Jul-12-2024 |

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

| Owners and officers | Title |
|---|---|
| CENTRAL WASHINGTON ASPHALT, INC. | |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/4/2026 4:01:20 PM

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| | | | |
|---|---|---|---|
| **Revised Agenda Sheet for City Council:**<br>**Committee: Public Safety & Community Health**<br>**Date: 5/4/26**<br>**Committee Agenda type: Consent**<br>**Council Meeting Date:** 06/01/26 | | **Date Rec'd** | |
| | | **Clerk's File #** | OPR 2022-0589 |
| | | **Cross Ref #** | |
| | | **Project #** | |
| **Submitting Dept** | FIRE | **Bid #** | IPWQ 5679-22 |
| **Contact Name/Phone** | Kyle Chase 509-435-7080 | **Requisition #** | |
| **Contact E-Mail** | kcchase@spokanecity.org | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | BWILKERSON KTELIS | | |
| **Sponsoring at Administrators Request** | | | |
| **Lease? No** | **Grant Related?** No | **Public Works?** Yes | |
| **Agenda Item Name** | JANITORIAL SERVICES FOR SFD FACILITIES | | |

**Agenda Wording**

Approval of Contract Extension for Ongoing Janitorial Services for SFD Facilities.

**Summary (Background)**

Janitorial services are contracted for (5) SFD facilities: Combined Communications Center at 1620 N. Rebecca St., SFD Training and Center at 1618 N. Rebecca St., SFD Training Field House at 1614 N. Rebecca St., MSO/CARES at 1610 N. Rebecca St., and SFD Administration at 44 W. Riverside Ave.Seeking approval for first (1) year extension of current contract. Increase in cost reflects increase in prevailing wage for work category. Monthly costs of $7,360 excluding tax, total cost of $88,320 per year.

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

This proposal is neutral regarding 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?

Since this proposal is for ongoing janitorial services, any data collection will focus on the quality of the work performed and doesn't involve disparities.

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

Regular communication between facilities stake-holders and janitorial operations ensures services are provided according to the contract.

## 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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with the City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

## Council Subcommittee Review

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year | **Yes** |
| Total Cost | **$** $88,320 |
| Current Year Cost | **$** $88,320 |
| Subsequent Year(s) Cost | **$** $88,320 |

**Narrative**

Seeking first (1) year extension of already existing contract for janitorial services at SFD facilities. No change in service. Increase in costs due to increase in prevailing wage for this work category. Total cost $88,320 for 1 year.

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$ $88320.00** | **# Various Fire/CCB Budget Codes** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

**Funding Source** **Recurring**

**Funding Source Type** **Program Revenue**

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

**Yes**

| **Expense Occurrence** | Recurring |
|---|---|

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

**None**

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | **Williams, Tom M.** | **PS Exec Review** | **Yates, Maggie** |
| **Division Director** | **Williams, Tom M.** | | |
| **Accounting Manager** | **Haack, Kelly A.** | | |
| **Legal** | **Harrington,** | | |
| **For the Mayor** | **Piccolo, Mike** | | |

| **Distribution List** | |
|---|---|
| Bryan Spray bryan@ecspokane.com | |
| Kcchase@spokanecity.org | |
| khaugen@spokanecity.org | |
| twilliams@spokanecity.org | |
| kahaack@spokanecity.org | |

City Clerk's No. OPR 2022-0589

**CITY OF SPOKANE**
**FIRE DEPARTMENT**

**CONTRACT RENEWAL**
**2 of 2**

Title: **FIRE DEPARTMENT FACILITIES JANITORIAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **ENVIRONMENT CONTROL OF SPOKANE**, whose address is 204 South Koren Road, Suite 200, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Janitorial Services for Spokane Fire Department; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the last of those renewals; and

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

**1. CONTRACT DOCUMENTS.**
The Contract, dated August 24, 2022 and August 30, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Renewal shall become effective on July 1, 2026 and shall run through June 30, 2027.

**3. COMPENSATION.**
The City shall pay an estimated amount not to exceed **EIGHTY-EIGHT THOUSAND THREE HUNDRED TWENTY AND NO/100 DOLLARS** (**$88,320.00**), plus applicable sales tax, for everything furnished and done under this first Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. **DEBARMENT AND SUSPENSION.**
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

**ENVIRONMENT CONTROL OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

**CITY OF SPOKANE FIRE DEPARTMENT**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

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

Attachment A – Certification Regarding Debarment

26-104

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

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

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

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

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

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

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

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

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

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

ENVIRONMENTCONTROL
A BUILDING SERVICE COMPANY

5/4/26

Spokane Fire Department

**RE: Price Quote**

Dear Kyle:

Below is the information for the monthly price per facility as itemized on our Invoices.

| | | Current Billing | PW Increase | New Monthly Billing | Annual Billing |
|---|---|---|---|---|---|
| 4601 | Fire Station #1 | $1,058.40 | $141.60 | $1,200.00 | $14,400.00 |
| 4602 | Training Admin Office | $1,058.40 | $141.60 | $1,200.00 | $14,400.00 |
| 4603 | Combined Communications | $3,365.60 | $539.40 | $3,905.00 | $46,860.00 |
| 4604 | SFD - MSO/CARES | $946.40 | $108.60 | $1,055.00 | $12,660.00 |

Should you need anything else, please let me know.

Kind regards,

Byan Spray President

204 S. Koren Rd., Suite 200
Spokane Valley, WA 99212

Tel: 509-464-3308
Fax: 509-464-3309

ENVIRONMENTCONTROL.COM

204 S. Koren Rd., Suite 200
Spokane Valley, WA 99212

Tel: 509-464-3308
Fax: 509-464-3309

ENVIRONMENTCONTROL.COM

# License Information:

New search Back to results

**Entity name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Business name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Entity type:** Profit Corporation

**UBI #:** 603-066-096

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:**
204 S KOREN RD
STE 200
SPOKANE VALLEY WA 99212-0735

**Mailing address:**
204 S KOREN RD
STE 200
SPOKANE VALLEY WA 99212-0735

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

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|---|---|---|---|---|---|
| Liberty Lake General Business - Non-Resident | | | | Active | Jan-31-2027 | Dec-17-2010 |
| Minor Work Permit | | | | Active | Jan-31-2027 | Jul-18-2017 |
| Spokane General Business - Non-Resident | T12092281BL | | | Active | Jan-31-2027 | Oct-15-2012 |
| Spokane Valley General Business | | | | Active | Jan-31-2027 | Dec-23-2010 |

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

| Owners and officers | Title |
|---|---|
| SPRAY, BRYAN | |
| SPRAY, HEIDI | |

## Registered Trade Names

| Registered trade names | Status | First issued |
| --- | --- | --- |
| ENVIRONMENT CONTROL BUILDING MAINTENANCE #445 | Active | Nov-30-2010 |

The Business Lookup information is updated nightly. Search date and time: 4/21/2026 10:41:55 AM

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# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/01/2026

| | |
|---|---|
| **Date Rec'd** | 4/28/2026 |
| **Clerk's File #** | OPR 2025-0506 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | MUNICIPAL COURT |
| **Contact Name/Phone** | SARAH 509-625-4146 |
| **Contact E-Mail** | STHOMPSON@SPOKANECITY.ORG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | KTELIS MCATHCART BWILKERSON |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** YES **Public Works?** NO |
| **Agenda Item Name** | ACCEPT ADDITIONAL AWARD FROM ADMINISTRATIVE OFFICE OF THE COURTS |

## Agenda Wording

The Administrative Office of the Courts has offered additional funding for IAA26858 for City of Spokane's Therapeutic Courts via two amendments. One amendment increased wages and benefits by $8,000 to support the increase in benefit costs. Another amendment increased funding for Recovery Support by $26,000. This results in an additional $34,000 to therapeutic courts.

## Summary (Background)

The Administrative Office of the Courts awarded Spokane Municipal Court $430,330 for July 1, 2025 through June 30, 2026 to support the Therapeutic Court programs with personnel costs, staff equipment, training/travel, treatment service, and recovery supports. Additional funding was awarded to support an increase in insurance premiums and an increase to court participant needs. The additional award aligns with the current award and must be expended before June 30, 2026. The amended award total is $464,300. Amendment 1 of the grant is also being codified with Amendment 2 and 3.

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

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

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

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

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 34,000 |
| Current Year Cost | $ 34,000 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 34,000 | # 1360-91332-99999-33412 |
| Expense | $ 5,000 | # 1360-91332-12510-51991 |
| Expense | $ 3,000 | # 1360-91332-12510-52991 |
| Expense | $ 26,000 | # 1360-91332-12510-54101 |
| Select | $ | # |
| Select | $ | # |

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

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

No, this is a one time award

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | VAN WORMER, JACQUIE | ACCOUNTING - | BROWN, SKYLER |
| Division Director | O'SULLIVAN, KRISTIN | | |
| Accounting Manager | BUSTOS, KIM | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| Sarah Thompson sthompson@spokanecity.org | Jacquie van Wormer jvanwormer@spokanecity.org |
| Danil Tyurin dtyurin@spokanecity.org | Derrek Daniels ddaniels@spokanecity.org |
| grants@spokanecity.org | |
| | |
| | |

Docusign Envelope ID: 98E3E52E-6621-82C6-826F-F46EF55F5885

# AMENDMENT 3
# INTERAGENCY AGREEMENT
# AGREEMENT NUMBER IAA26858

## BETWEEN

## WASHINGTON STATE
## ADMINISTRATIVE OFFICE OF THE COURTS
## AND
## SPOKANE MUNICIPAL COURT

This second Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court, referred to as "Court" known collectively as the "Parties".

## RECITALS:

A. AOC and Court (collectively the "Parties") entered into the Agreement ("Agreement") which will be performed from July 1, 2025, to June 30, 2026.

B. The Parties now desire to unilaterally amend the Agreement in accordance with Section 6. Revenue Sharing, by updating language on Section 5: Compensation. AOC is redistributing and increasing funds to this Agreement in the Recovery Supports category by $26,000.00 for a new total agreement amount of **$464,330.00**. Cost Categories and total amount will be updated accordingly.

C. The Parties previously amended the Agreement as follows:
   1. Amendment 1, effective on 10/09/2025 amended Section 8. Agreement Management by incorporating Marina Richardson as the new AOC PM and updating Attachment A. Use of Funds.
   2. Amendment 2, effective on 02/17/2026 amended to increase the total amount of this agreement by $8,000 for a new total amount of $438,330.00.

D. The Amendment set forth herein is within the scope of the Agreement.

## AGREEMENT

The parties now wish to amend the Agreement as follows:

1. **Section 5. Compensation**
   This section will be deleted and replaced in its entirety as follows:
   "The amount awarded may not exceed **$464,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

Docusign Envelope ID: 98E3E52E-6621-82C6-826F-F46EF55F5885

The Court shall use these funds in the following cost categories:

| Cost Category | Amount |
|---|---|
| Personnel Costs | $327,121.00 |
| Staff Equipment & Technology | $2,790.00 |
| Team Training/Travel | $38,000.00 |
| Treatment Services | $39,419.00 |
| Recovery supports | $57,000.00 |
| **Total Amount** | **$464,330.00** |

2. **No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.

3. **Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

Dawn Marie Rubio 3/31/2026

*Signature* *Date*

**Dawn Marie Rubio**

*Name*

WA State Court Administrator / AOC Director

*Title*

Docusign Envelope ID: A65B25BB-68F6-4421-8ACE-9BA2A81A7A42

# AMENDMENT 2
# INTERAGENCY AGREEMENT
# AGREEMENT NUMBER IAA26858

## BETWEEN

## WASHINGTON STATE
## ADMINISTRATIVE OFFICE OF THE COURTS
## AND
## SPOKANE MUNICIPAL COURT

This second Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court, referred to as "Court" known collectively as the "Parties".

## RECITALS:

A. AOC and Court (collectively the "Parties") entered into the Agreement ("Agreement") which will be performed from July 1, 2025, to June 30, 2026.

B. The Parties now desire to unilaterally amend the Agreement in accordance with Section **6. Revenue Sharing** by updating language on Section 5: Compensation. AOC is redistributing and increasing funds to this Agreement by $8,000.00 for a new total of **$438,330.00**. Cost Categories and total amount will be updated accordingly.

C. The Parties previously amended the Agreement as follows:
Amendment 1, effective on 10/09/2025 updated Attachment A. Use of Funds.

D. The Amendment set forth herein is within the scope of the Agreement.

## AGREEMENT

The parties now wish to amend the Agreement as follows:

1. Section 5. Compensation
This section will be deleted and replaced in its entirety as follows:
"The amount awarded may not exceed **$438,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Docusign Envelope ID: A65B25BB-68F6-4421-8ACE-9BA2A81A7A42

| Cost Category | Amount |
|---|---|
| Personnel Costs | $327,121.00 |
| Staff Equipment & Technology | $2,790.00 |
| Team Training/Travel | $38,000.00 |
| Treatment Services | $39,419.00 |
| Recovery supports | $31,000.00 |
| **Total Amount** | **$438,330.00** |

2. **No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.

3. **Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

Dawn Marie Rubio 2/17/2026

*Signature* *Date*

**Dawn Marie Rubio**

*Name*

WA State Court Administrator / AOC Director

*Title*

Docusign Envelope ID: 4A0651F9-AAB6-43FC-9CF7-1EFF5E801820

# AMENDMENT 1
# INTERAGENCY AGREEMENT
# AGREEMENT NUMBER IAA26858

## BETWEEN

## WASHINGTON STATE
## ADMINISTRATIVE OFFICE OF THE COURTS
## AND
## SPOKANE MUNICIPAL COURT

This first Amendment to the Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts (AOC), and Spokane Municipal Court , referred to as "Court" known collectively as the "Parties".

## RECITALS:

A. AOC and Court (collectively the "Parties") entered into the Agreement ("Agreement") which will be performed from July 1, 2025 to June 30, 2026.

B. The Parties now desire to amend the Agreement to update attachment A: Use of Funds.

C. The amendment set forth herein is within the scope of the Agreement.

## AGREEMENT

The parties now wish to amend the agreement as follows:

1. **Attachment A: Use of Funds**
   The attachment will be replaced in its entirety as attached to this amendment.

2. **No change other than amendment.** Except as amended herein, the Agreement is unaffected and remains in full force and effect.

3. **Integrated Agreement, Modification.** This amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

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**AGREED:**

| **WASHINTON STATE ADMINISTRATIVE OFFICE OF THE COURTS** | **SPOKANE MUNICIPAL COURT** |
|---|---|
| Dawn Marie Rubio 10/9/2025 | Howard Delaney 10/9/2025 |
| *Signature* *Date* | *Signature* *Date* |
| **Dawn Marie Rubio** | **Howard Delaney** |
| *Name* | *Name* |
| WA State Court Administrator / AOC Director | Court Administrator |
| *Title* | *Title* |

Attachment: Attachment A. Use of Funds

Docusign Envelope ID: 4A0651F9-AAB6-43FC-9CF7-1EFF5E801820

# ATTACHMENT A: USE OF FUNDS

| FY2026 USE OF FUNDS | |
|---|---|
| **Allowable Expenses**<br><br>Supporting documents are required for all allowable expenses. See what's required under each spending category. *Not an exhaustive list.* | **Unallowable Expenses**<br><br>The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether an expense is allowed, please contact your AOC Program Manager for clarification *before* making a purchase. |
| **<u>Personnel Costs</u>**<br>Personnel salaries and benefits for therapeutic court staff, reimbursable only at the percentage of time spent on therapeutic court duties.<br><br>Could include:<br>• Coordinator<br>• Case Manager<br>• Peer Support<br>• Clerk<br>• Prosecution<br>• Defense<br>• Probation/LEO<br>• Judicial Officer (judge, pro tem, commissioners)<br><br>Supporting documents <u>must list</u> staff member name, staff member title, and pay period. Examples include:<br>• Payroll ledgers<br>• Paystubs<br>• Invoices<br><br>DO NOT bill employees as contractors. For contractors, invoices are acceptable.<br><br>Please highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A-19. | **<u>Personnel Costs</u>**<br>• Salaries and benefits for security staff<br>• Supporting the salary or benefits of any staff <u>not directly related</u> to the therapeutic court<br>• Replacing or supplanting the salary of employees currently funded through city or county budgets or any other funding source<br>• Indirect costs |

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| | |
|---|---|
| **Staff Equipment & Technology**<br>Includes equipment, supplies, software and IT maintenance for staff that support the program, reimbursable at the percentage of time equipment is dedicated to the therapeutic court.<br><br>Staff Equipment including:<br>• Computers and computer accessories like monitors, mice, keyboards, webcams, and headsets<br>• Computer/Office desk for staff<br>• Cellphone or desk phone<br>• Copier/Fax/Printers<br>• Office supplies such as pens, pencils, paper, notebooks, stapler/staples, binders, etc.<br>• IT maintenance and tech support<br>• Software subscriptions (including RNRs)<br>• Supplies for community meetings and staff retreats<br><br>Supporting documents must list vendor, purchase date, purchase description, and amount paid<br>• Receipts<br>• Invoices<br><br>Please highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A-19. | **Staff Equipment & Technology**<br>• Furniture including couches, chairs, beds, dressers, TV stands, bookcases, conference tables, conference room chairs, or fridges/freezers<br>• Software<br>  ○ *New* subscriptions for case management software<br>  ○ OCourt subscriptions<br>• A/V equipment for conference rooms |
| **Team Training & Travel**<br>Training and registration costs for program staff deemed relevant based on national best practice standards for your therapeutic court model.<br>Airfare, lodging, meals, and other travel expenses are reimbursable after travel is concluded. *Travel insurance is strongly recommended as AOC cannot reimburse for airfare or lodging that has gone unutilized. Tip reimbursement is limited to 15%.* | **Team Training & Travel**<br>• Attendance by individuals not identified as core team members under national best practice standards for your therapeutic court model<br>• Alcoholic Beverages<br>• Staff mileage to/from work site<br>• Purchase of vehicles<br>• Canceled reservations and airfare are not reimbursable<br>• Airfare exceeding coach rates |

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| | |
|---|---|
| If you have another specific training need not immediately identified in best practices standards, please reach out to your AOC Program Manager for approval.<br><br>Training & Travel expenses including:<br>• Meals and Lodging (per diem rate)<br>  ○ Office of Financial Management (in state)<br>  ○ GSA (out of state)<br>• Airfare (coach rates)<br>• Parking<br>• Mileage *(.70/mile)*<br>• Transportation<br>  ○ Ferries<br>  ○ Subway/Link/Bus<br>  ○ Uber/Lyft/Taxi<br>  ○ Shuttle<br>• Expenses related to team retreats and community partner events or meetings, lasting a minimum of three hours<br>  ○ Refreshments<br><br>Supporting documents must list names and titles of therapeutic court staff attending the event, name of vendor, purchase date, and amount paid.<br>• Hotel folio<br>• Travel expense reimbursement forms<br>• Registration receipts<br><br>Please highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A-19. | • Rental cars exceeding intermediate rates |
| **Treatment Services**<br>Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Medicaid/Medicare.<br><br>Treatment Services including: | **Treatment Services**<br>• Professional licensing fees for clinical support staff<br>• Services that are eligible and covered via participants' medical insurance (i.e. ongoing treatment for a participant with Medicaid/Medicare/private insurance)<br>• Admin costs on subcontracts *over* federal de-minimus |

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| | |
|---|---|
| • Participant medical insurance deductibles and spend downs<br>• Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)<br>• Lab & toxicology testing<br>• Treatment staff/peer support contracted to attend court for unbillable hours<br>• Mental health services<br>• Peer support services<br>• SUDP<br>• Veteran's support services<br><br>Supporting documents must list name of vendor, purchase date, and amount paid<br>• Receipts<br>• Invoices<br><br>Please highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A-19. | |
| **Recovery Supports**<br>Other services for participants meant to ensure participants' success in the program that are not accessible through other local, state, or federal programs. Not an exhaustive list.<br><br>Recovery Supports including:<br>• Participant transportation<br>  ○ Bus passes<br>  ○ Uber/Lyft rides<br>  ○ Car services<br>  ○ Other transit services<br>• Light Refreshments<br>  ○ Graduation refreshments (fruit/veggies, cake, cupcakes, soda, coffee/tea, snacks)<br>• Resource snacks (granola bars, protein snacks, ramen, etc.)<br>• Participant Needs<br>  ○ Cellphones (checkout programs)<br>  ○ Cellphone minutes<br>  ○ Hygiene products | **Recovery Supports**<br>• Meals<br>• Program incentives that constitute a gift<br>• Gas cards<br>• Gift cards<br>• Gifts<br>• Logoed apparel<br>• Driver Educational courses<br>• WA Driver's License Reinstatement or Renewal late fees<br>• WA Enhanced License Renewals or Replacements<br>• Advertising on radio stations, newspapers, billboards, etc.<br>• Donations |

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| | |
|---|---|
| ○ Licensing and ID<br>▪ WA State ID replacement fees<br>▪ WA Driver's License Renewals/Replacement fee (up to $55, or 6-years, or $9 per year)<br>▪ Driver's Testing fees<br>○ Recovery housing<br>▪ Rent – when all other supports have been exhausted, and documentation of denial is submitted with A-19<br>○ Education<br>▪ Parenting classes<br>▪ Financial literacy<br>• Program Needs<br>○ Graduation supplies (party supplies, cardstock, decorations, invitations, etc.)<br>○ Nominal materials that promote ongoing participant engagement in alignment with best practice standards<br><br>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment<br>• Receipts<br>• Invoices<br><br>Please highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A-19. | |
| **Other Direct Costs**<br>Miscellaneous expenses directly related to program delivery. Submit requests to your AOC Program Manager for pre-approval (required). | **Other Direct Costs**<br>• Physical space/buildings or ongoing office rental fees<br>• Items and activities outside of the cost categories listed in the Court's contract |

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 05/11/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/28/2026 | | |
| **Clerk's File #** | OPR 2026-0464 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | INTEGRATED CAPITAL | **Bid #** | |
| **Contact Name/Phone** | MARK PAPICH 6310 | **Requisition #** | |
| **Contact E-Mail** | MPAPICH@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | ECOLOGY 2025-2027 BIENNIAL STORMWATER CAPACITY GRANT (WQSWCAP- | | |

## Agenda Wording

Grant agreement between the City and the State of Washington Department of Ecology for the 2025-2027 Biennial Stormwater Capacity Grant (WQSWCAP-2527-Spokan-00222).

## Summary (Background)

The City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit. Historically, the City has used this funding for catch basin cleaning, street sweeping and public outreach activities. This is a zero-match grant. Below are the pertinent details of the funding agreement: -Capacity Grant --Total Grant Amount: $120,000 --City Match=0% --Project Phase: Any permit management activity

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

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

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

n/a

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

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

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

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

**Council Subcommittee Review**

n/a

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 120,000 |
| Current Year Cost | **$** 120,000 |
| Subsequent Year(s) Cost | **$** 0 |

**Narrative**

This is a zero-match grant.

| **Amount** | | **Budget Account** |
|---|---|---|
| Revenue | **$** 120,000 | **#** Various |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

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

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

Yes, for future years.

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

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

n/a

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | PICANCO, KEVIN | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | FEIST, MARLENE | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| | icmaccounting@spokanecity.org |
| tax&licenses@spokanecity.org | eraea@spokanecity.org |
| mpapich@spokanecity.org | kpicanco@spokanecity.org |
| grants@spokanecity.org | |
| | |

# Agreement No. WQSWCAP-2527-Spokan-00222

**WATER QUALITY STORMWATER CAPACITY AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF SPOKANE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

---

**GENERAL INFORMATION**

| | |
|---|---|
| Project Title: | 2025-2027 Biennial Stormwater Capacity Grant |
| Total Cost: | $120,000.00 |
| Total Eligible Cost: | $120,000.00 |
| Ecology Share: | $120,000.00 |
| Recipient Share: | $0.00 |
| The Effective Date of this Agreement is: | 07/01/2025 |
| The Expiration Date of this Agreement is no later than: | 03/31/2027 |
| Project Type: | Capacity Grant |

Project Short Description:
This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:
N/A

Overall Goal:
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

**RECIPIENT INFORMATION**

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

## Contacts

| | |
|---|---|
| **Project Manager** | Mark Papich<br>Senior Engineer<br><br>808 W Spokane Falls Blvd<br>Spokane, Washington 99201<br>Email: mpapich@spokanecity.org<br>Phone: (509) 625-6310 |
| **Billing Contact** | LaVonne Martelle<br>Accountant I<br><br>44 W Riverside<br>Spokane, Washington 99201-3343<br>Email: lmartelle@spokanecity.org<br>Phone: (509) 625-7000 |
| **Authorized Signatory** | Marlene C Feist<br>Public Works Director<br><br>808 W Spokane Falls Blvd<br>Spokane, Washington 99201<br>Email: mfeist@spokanecity.org<br>Phone: (509) 625-6310 |

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

### Contacts

| | |
|---|---|
| **Project Manager** | Kyle Graunke<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 628-3890 |
| **Financial Manager** | Kyle Graunke<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 628-3890 |

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Jon Kenning, PhD Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

Marlene C Feist Date

Public Works Director

**SCOPE OF WORK**

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
* Properly maintained project documentation.

**Project Administration/Management**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 1.1 | Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly. | |
| 1.2 | Recipient Closeout Report (EAGL Form). | |

**SCOPE OF WORK**

Task Number: 2 **Task Cost:** $120,000.00

Task Title: Permit Implementation

Task Description:
Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

1) Public education and outreach activities, including stewardship activities.
2) Public involvement and participation activities.
3) Illicit discharge detection and elimination (IDDE) program activities, including:
   a) Mapping of municipal separate storm sewer systems (MS4s).
   b) Staff training.
   c) Activities to identify and remove illicit stormwater discharges.
   d) Field screening procedures.
   e) Complaint hotline database or tracking system improvements.
4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
   a) Development of an ordinance and associated technical manual or update of applicable codes.
   b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
   c) Training for plan review or inspection staff.
   d) Participation in applicable watershed planning effort.
5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
   a) Inspecting and/or maintaining the MS4 infrastructure.
   b) Developing and/or implementing policies, procedures, or stormwater
pollution prevention plans at municipal properties or facilities. 6) Annual reporting activities.
7) Establishing and refining stormwater utilities, including stable rate structures.
8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
9) Structural stormwater controls program activities (Phase I permit requirement).
10) Source control for existing development (Phase I permit requirement), including:
   a) Inventory and inspection program.
   b) Technical assistance and enforcement.
   c) Staff training.
11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over $5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:
This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:
RECIPIENTs will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 2.1 | Documentation of tasks completed | |

**BUDGET**

**Funding Distribution EG260295**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2025-2027 Stormwater Capacity Grant
Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027
Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD
Type: State
Funding Source %: 100%
Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| 2025-2027 Stormwater Capacity Grant | Task Total |
|---|---|
| Permit Implementation | $ 120,000.00 |
| | **Total: $ 120,000.00** |

## Funding Distribution Summary

### Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---|---|---|---|---|
| 2025-2027 Stormwater Capacity Grant | 0.00 % | $ 0.00 | $ 120,000.00 | $ 120,000.00 |
| **Total** | | **$ 0.00** | **$ 120,000.00** | **$ 120,000.00** |

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

"CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.
b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 05/11/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/23/2026 | | |
| **Clerk's File #** | OPR 2026-0465 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | SOLID WASTE COLLECTION | **Bid #** | PW ITB 6520-26 |
| **Contact Name/Phone** | TRACE 625-6524 | **Requisition #** | CR28573 |
| **Contact E-Mail** | TBRADBURN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | GENERATOR INSTALL AT SPOKANE CENTRAL SERVICE CENTER | | |

## Agenda Wording

Installation of a previously purchased generator at the Spokane Central Service Center by Colvico, Inc. (Spokane, WA) -- $148,600, plus applicable taxes.

## Summary (Background)

Solid Waste Collection purchased a Generac SG350 generator to allow the department to continue essential operations in the event of a catastrophic power failure. It will power one compressed natural gas (CNG) compressor during an outage. This means that when the department's fleet reaches 99 CNG vehicles in 2028, this generator will have the capability to fuel 62% of the fleet. PW ITB #6520-26 was issued that included a pre-bid mandatory meeting. Eight companies had representatives attend. Two bids were received from those companies; Colvico, Inc. was the lowest responsive bidder and awarded the contract.

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

No impacts identified. Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services as identified. We recognize the need to maintain affordability and predictability for all solid waste customers and are committed to being financially and environmentally responsible.

**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 project is designed to manage costs and continue the delivery of solid waste services in support of all rate payers. It will not impact race, 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?**

Public Works follows the City's established procurement regulations and policies. Solid Waste Collection monitors equipment cost data for current and future purchases.

**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 project is consistent with the City's requirement to help align city policies regarding rates to ensure that we are covering the cost of providing solid waste services. Having a backup generator meets the goals of the Comprehensive Plan CFU 1.1 Level of Service and CFU 1.2 Operational Efficiency by working to offer excellent and effective service while maintaining fiscal responsibility. It also ensures that customers receive uninterrupted solid waste services as required by Spokane Municipal Code 13.02.0200 Universal Service by the City and 13.02.0202 Compulsory Service.

**Council Subcommittee Review**

N/A - No subcommittee review.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 148,600 plus tax |
| Current Year Cost | $ 148,600 plus tax |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

This project was divided into two phases, split between two different budget years, and approved in the 6-year capital plan. Phase one included purchasing the equipment; phase two includes the installation.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 148,600 plus applicable taxes | # 4500-45900-94370-56401-19083 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

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

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

Yes, this funding is from utility rates.

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

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

N/A

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

## Distribution List

| | |
|---|---|
| Signer - Cory Colvin (ccolvin@colvicoinc.com) | caveryt@spokanecity.org |
| rschoonover@spokanecity.org | jsalstrom@spokanecity.org |
| Tax & Licenses | jsalstrom@spokanecity.org |
| Tax & Licenses | npritchett@colvicoinc.com |
| | |

City Clerk's No. OPR 2026-0465

**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: GENERAC GENERATOR INSTALLATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COLVICO, INC.,** whose address is 2812 North Pittsburg Street, Spokane, Washington 99207 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to perform Installation Services of the Generac Generator; and*

*WHEREAS, the Contractor was selected from PW ITB 6520-26.*

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

**1. TERM OF AGREEMENT.**
The term of this Agreement begins on April 27, 2026, and ends on October 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

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

**3. SCOPE OF WORK.**
The Contractor's General Scope of Work for this Agreement is described in Contractor's Response to PW ITB 6520-26, 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 **ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS** (**$148,600.00**), not including sales tax if applicable, 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 Spokane Solid Waste Collection, Administration Office, 915 North Nelson Street, Spokane, Washington 99207 (or via Email – Attn Rachel Schoonover at rschoonover@spokanecity.org). 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. RETAINAGE IN LIEU OF BOND.**

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

**9. PUBLIC WORKS REQUIREMENTS.**

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

**10. CITY OF SPOKANE BUSINESS LICENSE.**

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

**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, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The 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. **Pollution Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate for the duration of the contract. When required coverage may need to be in place for up to six (6) years after completion of the project per RCW 4.16.310. 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 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.

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

**Attachments that are part of this Agreement**:
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to PW ITB 6520-26

**EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**

## Bid Response Summary

| | |
|---|---|
| **Bid Number** | PW ITB 6520-26 |
| **Bid Title** | Generac Generator Install (Re-Bid) |
| **Due Date** | Monday, March 30, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)] |
| **Bid Status** | Closed to Bidding |
| **Company** | Colvico Inc |
| **Submitted By** | npritchett@colvicoinc.com npritchett@colvicoinc.com - Monday, March 30, 2026 12:10:49 PM [(UTC-08:00) Pacific Time (US & Canada)]<br>npritchett@colvicoinc.com 5092525822 |
| **Comments** | |

### Question Responses

| Group | Reference Number | Question | Response |
|---|---|---|---|
| PRE-BID MEETING - MANDATORY | | | |
| | MANDATORY PRE-BID MEETING | A MANDATORY pre-bid meeting will be held on Monday, March 16, 2026, at 9:00 am at the City of Spokane Central Service Center Lobby - Solid Waste Collections, 915 N Nelson St., Spokane WA 99202. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project. | I acknowledge and I understand |
| GENERAL INFORMATION | | | |
| | CONTRACTOR'S REPRESENTATIONS | The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. | I acknowledge and agree |
| | AWARD OF CONTRACT | Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results. | I acknowledge and agree |
| | CONTRACT RENEWALS | Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement | I acknowledge and I agree |
| | EXECUTION OF CONTRACT | Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor. | I acknowledge and I agree |
| | GUARANTEE | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City. | I acknowledge and I agree |
| | PAYMENT | Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. | I acknowledge and agree |

| | | | |
|---|---|---|---|
| | REJECTION OF BIDS | The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown. | I acknowledge and agree |
| | CONTRACTOR REGISTRATION | The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. | I acknowledge and agree |
| | COMPLETION TIME | The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by August 30, 2026. | I acknowledge and I agree |
| | 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 three thousand six hundred ($3,600) per day the city fleet is required to fuel at another location. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date. | I acknowledge and agree |
| | MISCELLANEOUS DOCUMENTATION UPLOAD | Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading. | |
| PUBLIC WORKS REQUIREMENTS | | | |
| | 1. | The work under this contract constitutes a public work under state law. | I acknowledge and agree |
| | 2. | Payment/performance bonds will be required. | I acknowledge and agree |
| | PERFORMANCE BONDS | The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010. | I acknowledge and agree |
| | 3. | Statutory retainage will be required | I acknowledge and I understand |
| | RETAINAGE | Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: | I acknowledge and I agree |

| | | | |
|---|---|---|---|
| | RETAINAGE | a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs. | I acknowledge and I agree |
| | 4. | The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). | I acknowledge and I understand |
| | 5. | The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is March 30, 2026. | I acknowledge and I understand |
| | 6. | If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages. | I acknowledge and I understand |
| | 7. | The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620). | I acknowledge and I understand |
| | 8. | The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I. | I acknowledge and I understand |
| | 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 | I acknowledge and I understand |
| TECHNICAL REQUIREMENTS | | | |
| | | | |

| | | | |
|---|---|---|---|
| | SCOPE OF WORK | Contractor shall be responsible for all permits, inspections, labor, materials, equipment, safety measures, and proper disposal required to complete this work per the bid package plans and specifications. Contractor shall install all equipment per manufacturers specifications in conjunction with attached plans and specifications, and in compliance with all warranty requirements. | I acknowledge and I agree |
| | a. | What is the delivery timeline for the materials/equipment needed for this project | 16-20 weeks from approved submittals |
| GENERAL REQUIREMENTS | | | |
| | INTENT OF SPECIFICATIONS | The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. | I acknowledge and agree |
| | WASHINGTON STATE RETAIL SALES TAX | A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law. | I acknowledge and agree |
| | WASHINGTON STATE RETAIL SALES TAX | B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. | I acknowledge and agree |
| | PERMITS | Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work. | I acknowledge and agree |
| | GUARANTY | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City. | I acknowledge and agree |
| | SUBCONTRACTORS | The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree |
| | INSURANCE | During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW | I acknowledge and agree |
| | | | |

| | | | |
|---|---|---|---|
| | INSURANCE | A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000. | I acknowledge and agree |
| | INSURANCE | B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and | I acknowledge and agree |
| | INSURANCE | C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. | I acknowledge and agree |
| | INSURANCE | 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, provided this results in environmental damage. | I understand and I agree |
| | INSURANCE | E. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed. | I understand and I agree |
| | INSURANCE | There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. | I acknowledge and agree |
| BID | | | |
| | | | |

| | | | |
|---|---|---|---|
| | BIDDER'S DECLARATION | The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein. | I acknowledge and I agree |
| | BID PRICE IS COMPLETE | Bidder acknowledges that the 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 | COLVII*072JH |
| | CONTRACTOR RESPONSIBILITY | U.B.I. Number | 601009703 |
| | CONTRACTOR RESPONSIBILITY | Washington Employment Security Department Number | 620619 00-0 |
| | CONTRACTOR RESPONSIBILITY | Washington Excise Tax Registration Number | 91-1363502 |
| | CONTRACTOR RESPONSIBILITY | City of Spokane Business Registration Number | T11102804BUS |
| | ADDENDA | Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. | 1 |
| | MISCELLANEOUS | The firm agrees that its Bid will NOT be withdrawn for a minimum of 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. | Yes |
| | MISCELLANEOUS | If this project is less than $150,000 - does contract request 10% retainage in lieu of bond? | No |
| | MISCELLANEOUS | The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. | I acknowledge and I agree |
| | MISCELLANEOUS | Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response. | Anthony Zarate Colvico, Inc. 2812 N Pittsburg St., Spokane, WA 99207 509-536-1875 |
| | MISCELLANEOUS | Name and Email Address for individual authorized to sign a contract. | Cory Colvin ccolvin@colvicoinc.com |
| | 1 | Please complete the Bid Proposal document in the 'Documents' tab and upload here. | Bid Proposal - Colvico Inc.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 available under the 'Documents' tab). | Bid Bond - Colvico Inc.pdf |
| | 3 | If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request. | Subcontractor List - Colvico Inc.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. | N/A |

**Pricing Responses**

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment |
|---|---|---|---|---|---|---|---|---|
| BID | | | | | | | | |
| | #1 | Generac Generator Installation | Base | ea | 1.00 | $148,600.00 | $148,600.00 | |
| | #2 | 9.1% Sales Tax | Base | ea | 1.00 | $13,522.36 | $13,522.36 | |
| **Total Base Bid** | $162,122.36 | | | | | | | |

**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**: #6520-26 Generac Generator Installation (Re-Bid)

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

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

BASE BID: $148,600.00
**(do not include Washington State Sales Tax)**

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 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 August 30, 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 three thousand six hundred dollars ($3,600.00) for each day the city's fleet is required to fuel at another location.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. COLVII*072JH
(must be in effect at time of bid submittal)

U.B.I. Number 601 009 703

Washington Employment Security Department Number 620619 00-0

Washington Excise Tax Registration Number 91-1363502

City of Spokane Business License Number T11102804BUS
(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:** Colvico, Inc.

*Signature of Bidder's Authorized Representative*

Vice President
*Title*

2812 N. Pittsburg St. Spokane, WA 99207
*Address*

509-536-1875
*Phone*

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On N/A
*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 N/A
*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 March 30th, 2026
*date*

(Seal Or Stamp)

NOTARY PUBLIC
Commission Number
24022833
Nicholas Allen Pecha
My Appointment Expires
7/31/2028
STATE OF WASHINGTON

*Signature of Notary Public*

My appointment expires 7/31/28

# SUBCONTRACTOR LIST

**PROJECT NAME: PWITB #6520-26 Generac Generator Installation (Re-Bid)**

**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** McClintok and Turk

TYPE OF WORK/BID ITEM Mechanical

AMOUNT $19,975.00

CONTRACTOR'S REGISTRATION NO. MCCLIT1772KH

**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 |
|---|---|
| N/A - None | |
| | |
| | |
| | |
| | |
| | |
| | |

| | | | |
|---|---|---|---|
| MINORITY BUSINESS SUBCONTRACTING GOAL | $_____ | MBE TOTAL | $ 0 |
| WOMEN'S BUSINESS SUBCONTRACTING GOAL | $_____ | WBE TOTAL | $ 0 |
| COMBINATION GOAL: | $_____ | MBE/WBE TOTAL | $ 0 |

*Designate MBE or WBE

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

## BID BOND

We, Colvico, Inc. as Principal, and Travelers Casualty and Surety Company of America 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

**GENERAC GENERATOR INSTALLATION (Re-Bid)**

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 March 30, 2026

AS PRINCIPAL

Colvico, Inc.

By: _____

Title: Jesse Drago, VP.

A valid POWER OF ATTORNEY must accompany this bond.

Travelers Casualty and Surety Company of America
AS SURETY

By: _____
Yesica Perez, Attorney in Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ★ SEAL

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Yesica Perez** of **SPOKANE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **March**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

## License Information:

New search Back to results

**Entity name:** COLVICO, INC.

**Business name:** COLVICO, INC.

**Entity type:** Profit Corporation

**UBI #:** 601-009-703

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 2812 N PITTSBURG ST
SPOKANE WA 99207-4854

**Mailing address:** PO BOX 2682
SPOKANE WA 99220-2682

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

**Secretary of State information:** Click here

Page 1 of 1

## Endorsements

spokane

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Spokane General Business | T11102804BUS | | | Active | Mar-31-2027 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | 02016 | | | Active | Mar-31-2027 | Mar-11-2004 |

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

| Owners and officers | Title |
|---|---|
| COLVIN, CORY S | President |
| DRAGOO, JESSE R | Vice President |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| COLVICO, INC | Active | Jun-08-2022 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/23/2026 11:45:30 AM

COLVINC-01 MMILLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/3/2026

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Alliant Insurance Services, Inc.<br>818 W Riverside Ave Ste 800<br>Spokane, WA 99201 | PHONE (A/C, No, Ext): (509) 325-3024 | FAX (A/C, No): (509) 325-1803 |
| | E-MAIL ADDRESS: mike.miller@alliant.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Company of America | 25674 |
| INSURER B : Charter Oak Fire Insurance Company | 25615 |
| INSURER C : Ironshore Specialty Insurance Company | 25445 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Colvico, Inc
PO Box 2682
Spokane, WA 99220

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | CO8M267150 | 11/1/2025 | 11/1/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | X | X | 8108M274546 | 11/1/2025 | 11/1/2026 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | X | X | CUP5R362202 | 11/1/2025 | 11/1/2026 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | X | CO8M267150 | 11/1/2025 | 11/1/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Pollution Liability | X | X | ICELLUW00164022 | 6/30/2025 | 6/30/2026 | Per Occurrence | 1,000,000 |
| C | Pollution Liability | X | X | ICELLUW00164022 | 6/30/2025 | 6/30/2026 | Aggregate Limit | 2,000,000 |

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

PWB ITB 6520-26 Generac Install (Re-Bid)
Colvico Project #10561
City of Spokane is additional insured

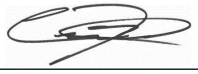
**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 05/11/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/23/2026 | | |
| **Clerk's File #** | OPR 2026-0466 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | STREET | **Bid #** | SOURCEWELL |
| **Contact Name/Phone** | CLINT HARRIS 625-774 | **Requisition #** | CR 28581 |
| **Contact E-Mail** | CEHARRIS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | PURCHASE AND INSTALLATION OF A WINTER MATERIAL STORAGE BUILDING | | |

## Agenda Wording

The Street Department is seeking approval for the purchase of a material storage building from Greystone Construction Company and the installation of the building by Greystone Construction Company at a cost of $141,825.00 (not including additional tariff costs at the time of shipping).

## Summary (Background)

The Street Department is seeking to add additional storage space at the Street Departments Operations Complex for materials used during the winter months to maintain roads across the City. Storage at this location is more central withing the City and will benefit Street Maintenance crews to add materials at this site. The contractor, Greystone Construction Company, was selected from Sourcewell Contract #071223.

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

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 141,825.00 |
| Current Year Cost | **$** 141,825.00 |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 141,825.00 | **#** 1100-21800-94420-56301-23022 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

**Funding Source**

**Funding Source Type** Select

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

**Expense Occurrence**

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | HARRIS, CLINT E. | **PURCHASING** | PRINCE, THEA |
| **Division Director** | SNYDER, JON | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| Nate Lamusga nlamusga@greystoneconstruction.com | ceharris@spokanecity.org |
| jwthomas@spokanecity.org | kaiumu@spokanecity.org |
| streetaccounting@spokanecity.org | rrinderle@spokanecity.org |
| streetaccounting@spokanecity.org | |
| | |

City Clerk's No. OPR 2026-0466

**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: PURCHASE AND INSTALLATION OF BRITESPAN STRUCTURE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GREYSTONE CONSTRUCTION COMPANY,** whose address is 2995 Winners Circle Drive, Suite 200, Shakopee, Minnesota 55379 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for the Purchase and Installation of a Britespan Structure; and

WHEREAS, the Contractor was selected Sourcewell Cooperative Contract No. 071223-BRT.

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

**1. TERM OF AGREEMENT.**
The term of this Agreement begins on June 1, 2026, and ends on November 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 Proposal dated April 6, 2026, 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 **ONE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-FIVE AND NO/100 DOLLARS** (**$141,825.00**), including applicable sales tax, excluding tariffs, if required, 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 Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. 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. RETAINAGE IN LIEU OF BOND.**

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

**9. PUBLIC WORKS REQUIREMENTS.**

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

**10. CITY OF SPOKANE BUSINESS LICENSE.**

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

**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, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The 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. **Pollution Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate for the duration of the contract. When required coverage may need to be in place for up to six (6) years after completion of the project per RCW 4.16.310. 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 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.

| **GREYSTONE CONSTRUCTION COMPANY** | **CITY OF SPOKANE** |
|---|---|
| By_____ | By_____ |
| Signature Date | Signature Date |
| _____ | _____ |
| Type or Print Name | Type or Print Name |
| _____ | _____ |
| Title | Title |
| Attest: | Approved as to form: |
| _____ | _____ |
| City Clerk | Assistant City Attorney |

**Attachments that are part of this Agreement**:
Exhibit A – Debarment Certification
Exhibit B - Contractor's Proposal dated April 6, 2026

**EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**

## License Information:

New search Back to results

**Entity name:** GREYSTONE CONSTRUCTION COMPANY DBA GREYSTONE CONSTRUCTION COMPANY OF WA

**Business name:** GREYSTONE CONSTRUCTION COMPANY

**Entity type:** Profit Corporation

**UBI #:** 604-219-135

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:**
2995 WINNERS CIRCLE DRIVE
STE 200
SHAKOPEE MN 55379

**Mailing address:**
2995 WINNERS CIRCLE DRIVE
STE 200
SHAKOPEE MN 55379-2690

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

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Spokane General Business - Non-Resident | | | | Active | Jun-30-2026 | Jun-25-2025 |

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

| Owners and officers | Title |
|---|---|
| O'BRIEN, KEVIN | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| GREYSTONE CONSTRUCTION COMPANY OF WA | Active | Feb-22-2018 |

The Business Lookup information is updated nightly. Search date and time: 6/26/2025 7:37:41 AM

GREYCON-01 BHOFFMAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2026

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

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

| PRODUCER | CONTACT NAME: Becka Hoffman |
|---|---|
| Christensen Group, Inc.<br>9855 W 78th Street<br>Suite 100<br>Eden Prairie, MN 55344-8004 | PHONE (A/C, No, Ext): (952) 653-1133 FAX (A/C, No):<br>E-MAIL ADDRESS: bhoffman@christensengroup.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Greystone Construction Company<br>2995 Winners Circle Dr<br>Shakopee, MN 55379 | INSURER A : The Phoenix Insurance Company | 25623 |
| | INSURER B : Travelers Property Casualty Co | 36161 |
| | INSURER C : The Travelers Indemnity Co. | 25658 |
| | INSURER D : St Paul Surplus Lines Ins Co | 30481 |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | COA8964651 | 4/1/2026 | 4/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 810A8964208 | 4/1/2026 | 4/1/2027 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | CUPA8986495 | 4/1/2026 | 4/1/2027 | EACH OCCURRENCE | $ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | UBA9909819 | 4/1/2026 | 4/1/2027 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Pollution Liability | | | 041N86575LB | 4/1/2026 | 4/1/2027 | Each Condition | 5,000,000 |
| D | Prof. Liability | | | 041N86575LB | 4/1/2026 | 4/1/2027 | Each Act/Error | 5,000,000 |

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

"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED."

City of Spokane and its officers and employees are included as Additional Insureds under the General Liability on a Primary basis when required by written contract. 30 Days Notice of Cancellation (10 Days for Non-Payment of Premium) Applies to the Certificate Holder as respects additional insureds. A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability when required by written contract where permitted by law.

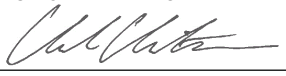
**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

# BLANKET ADDITIONAL INSURED
## (Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

**a.** With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

**b.** If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

**a.** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:


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**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.


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

# XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE –** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A.** Who Is An Insured – Unnamed Subsidiaries

**B.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

**C.** Incidental Medical Malpractice

**D.** Blanket Waiver Of Subrogation

**E.** Contractual Liability – Railroads

**F.** Damage To Premises Rented To You

**PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

**a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

**b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

**a.** An organization other than a partnership, joint venture or limited liability company; or

**b.** A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

**a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

**b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".


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**C. INCIDENTAL MEDICAL MALPRACTICE**

**1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**2.** The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**3.** The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**4.** The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**6.** The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

**1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;


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

**F. DAMAGE TO PREMISES RENTED TO YOU**

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

"Premises damage" means "property damage" to:

**a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or

**b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.


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| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:** | | **Date Rec'd** | 2/3/2026 |
| **Committee:** PIES **Date:** 02/09/2026 | | **Clerk's File #** | OPR 2026-0467 |
| **Committee Agenda type:** Consent | | **Cross Ref #** | |
| **Council Meeting Date:** 06/01/2026 | | **Project #** | 2024062 |
| **Submitting Dept** | ENGINEERING SERVICES | **Bid #** | |
| **Contact Name/Phone** | DAN BULLER 6391 | **Requisition #** | CR 28634 |
| **Contact E-Mail** | DBULLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Engineer Construction Contract | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** YES | |
| **Agenda Item Name** | LOW BID AWARD - 3RD AVENUE AND STEVENS STREET GRIND AND OVERLAYS 2024062 | | |

## Agenda Wording

Low Bid of Shamrock Paving, Inc., Spokane, WA, for 3rd Avenue and Stevens Street Grind and Overlays - $2,774,000.00. An administrative reserve of 10% of the contract will be set aside. (Riverside and Cliff-Cannon Neighborhood Councils)

## Summary (Background)

This largely fed funded project consists of a grind & overlay on 3rd Ave. between Walnut & Stevens and on Stevens between 3rd & 8th. There is a related grind & overlay project on Washington St from 3rd to 8th, and another related grind & overlay project on 3rd from Stevens to Division. See attached exhibit. Lane closures, but not detours, are planned for project alignment, but side streets will be temporarily closed during certain phases. Construction is planned for this spring & summer.

On May 18, 2026, bids were opened for the above project. The low bid was from Shamrock Paving, Inc., in the amount of $2,774,000.00, which is $62,956.00 or 2.3% above the Engineer's Estimate of $2,711,044.00. One other bid was received as follows: Inland Asphalt Company, Spokane, WA - $3,293,158.00.

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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

n/a

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year | YES |
| Total Cost | **$** 2,774,000.00 |
| Current Year Cost | **$** 2,774,000.00 |
| Subsequent Year(s) Cost | **$** 0 |

**Narrative**

This largely fed funded project.

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 3,023,138.56 | **#** 3200 95164 95300 56501 86158 |
| Select | **$ 28,261.44** | **# 3200 49198 95300 56501 86158** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

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

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

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

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

n/a

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | BULLER, DAN | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | FEIST, MARLENE | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| Signee: | eraea@spokanecity.org |
| tax&licenses@spokanecity.org | publicworksaccounting@spokanecity.org |
| jrhall@spokanecity.org | dbuller@spokanecity.org |
| mvallen@spokanecity.org | jradams@spokanecity.org |
| pyoung@spokanecity.org | |

City Clerk's No. OPR 2026-0467
Engineering No. 2024062

**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **3RD AVENUE – STEVENS STREET GRIND AND OVERLAY**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC**., whose address is P.O. Box 19263, Spokane, Washington 99219 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **3RD AVENUE – STEVENS STREET GRIND AND OVERLAY.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services 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, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2024062 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

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

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-

1 for the actual quantities furnished for each bid item at a total cost not to exceed $2,774,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2026-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.

9. 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.

10. 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.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. 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.

15. 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.

16. 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. 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 to 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.

17. 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.

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

19. 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.

20. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

22. 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.

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

24. 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.

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

26. 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.

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

28. 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.

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

30. 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.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

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

**Attachments that are part of this Contract**:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

26-133

## PAYMENT BOND

We, **SHAMROCK PAVING, INC.,** as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS ($2,774,000.00)**, plus tax if applicable, 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 **3RD AVENUE – STEVENS STREET GRIND AND OVERLAY**. 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 _____.

**SHAMROCK PAVING, INC.,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON )
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

## PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS ($2,774,000.00)**, plus 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 **3RD AVENUE – STEVENS STREET GRIND AND OVERLAY**. 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 _____

**SHAMROCK PAVING, INC.,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON )
) ss.
County of _____ )

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

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

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

## SCHEDULE A-1

***Tax Classification: Sales tax shall be included in unit prices***

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL |
|---|---|---|---|---|---|---|
| 1 | ADA FEATURES SURVEYING | 1.00 LS | $ | 2,500.00 | $ | 2,500.00 |
| 2 | REIMBURSEMENT FOR THIRD PARTY DAMAGE | 1.00 EST | $ | 1.00 | $ | 1.00 |
| 3 | SPCC PLAN | 1.00 LS | $ | 1,000.00 | $ | 1,000.00 |
| 4 | POTHOLING | 5.00 EA | $ | 700.00 | $ | 3,500.00 |
| 5 | PUBLIC LIAISON REPRESENTATIVE | 1.00 LS | $ | 25,000.00 | $ | 25,000.00 |
| 6 | MOBILIZATION | 1.00 LS | $ | 218,000.00 | $ | 218,000.00 |
| 7 | PROJECT TEMPORARY TRAFFIC CONTROL | 1.00 LS | $ | 348,807.55 | $ | 348,807.55 |
| 8 | SPECIAL SIGNS | 328.00 SF | $ | 20.00 | $ | 6,560.00 |
| 9 | WORK ZONE SAFETY CONTINGENCY | 10,000.00 FA | $ | 1.00 | $ | 10,000.00 |
| 10 | PORTABLE CHANGEABLE MESSAGE SIGN | 320.00 HR | $ | 13.00 | $ | 4,160.00 |
| 11 | CLEARING AND GRUBBING | 1.00 LS | $ | 5,500.00 | $ | 5,500.00 |
| 12 | REMOVE TREE, CLASS II | 2.00 EA | $ | 1,250.00 | $ | 2,500.00 |
| 13 | TREE PRUNING | 38.00 EA | $ | 150.00 | $ | 5,700.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1.00 LS | $ | 19,000.00 | $ | 19,000.00 |
| 15 | REMOVE EXISTING CURB | 1,632.00 LF | $ | 17.00 | $ | 27,744.00 |
| 16 | REMOVE EXISTING CURB AND GUTTER | 50.00 LF | $ | 25.00 | $ | 1,250.00 |
| 17 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 1,174.00 SY | $ | 36.00 | $ | 42,264.00 |
| 18 | REMOVE TREE GRATE | 5.00 EA | $ | 235.00 | $ | 1,175.00 |
| 19 | REMOVE MANHOLE, CATCH BASIN, OR DRYWELL | 4.00 EA | $ | 1,000.00 | $ | 4,000.00 |
| 20 | REMOVE EXISTING ≤12 IN. DIA. PIPE | 500.00 LF | $ | 25.00 | $ | 12,500.00 |
| 21 | SAWCUTTING CURB | 101.00 EA | $ | 40.00 | $ | 4,040.00 |
| 22 | SAWCUTTING RIGID PAVEMENT | 881.00 LFI | $ | 0.85 | $ | 748.85 |
| 23 | SAWCUTTING FLEXIBLE PAVEMENT | 9,836.00 LFI | $ | 0.60 | $ | 5,901.60 |
| 24 | SAWCUTTING FLEXIBLE PAVEMENT – CURVILINEAR | 10,500.00 LFI | $ | 1.25 | $ | 13,125.00 |
| 25 | REMOVE UNSUITABLE FOUNDATION MATERIAL | 20.00 CY | $ | 70.00 | $ | 1,400.00 |
| 26 | REPLACE UNSUITABLE FOUNDATION MATERIAL | 20.00 CY | $ | 100.00 | $ | 2,000.00 |
| 27 | CONTROLLED DENSITY FILL | 10.00 CY | $ | 225.00 | $ | 2,250.00 |
| 28 | CSTC FOR SIDEWALK, 2 INCH THICK | 1,254.00 SY | $ | 14.00 | $ | 17,556.00 |
| 29 | CSTC FOR DRIVEWAYS, 4 INCH THICK | 70.00 SY | $ | 30.00 | $ | 2,100.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 30 | CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS | 7.00 CY | $ | 85.00 | $ | 595.00 |
| 31 | CRACK SEALING, 1 INCH TO LESS THAN 3 INCHES | 8,000.00 LF | $ | 2.35 | $ | 18,800.00 |
| 32 | HMA CL. 3/8 IN. HEAVY TRAFFIC, 2 INCH THICK | 34,370.00 SY | $ | 14.00 | $ | 481,180.00 |
| 33 | HMA FOR PRELEVELING CL. 3/8 IN. | 1,000.00 TON | $ | 125.00 | $ | 125,000.00 |
| 34 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. FOR DRIVEWAYS UNDER 24 FEET | 1.00 EA | $ | 950.00 | $ | 950.00 |
| 35 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. FOR DRIVEWAYS OVER 24 FEET | 3.00 EA | $ | 1,000.00 | $ | 3,000.00 |
| 36 | COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK | 20.00 SY | $ | 55.00 | $ | 1,100.00 |
| 37 | COMMERCIAL HMA | 10.00 TON | $ | 275.00 | $ | 2,750.00 |
| 38 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 6 INCH THICK | 525.00 SY | $ | 70.00 | $ | 36,750.00 |
| 39 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK | 400.00 SY | $ | 80.00 | $ | 32,000.00 |
| 40 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 981.00 SY | $ | 87.00 | $ | 85,347.00 |
| 41 | PLANING BITUMINOUS PAVEMENT | 34,370.00 SY | $ | 5.00 | $ | 171,850.00 |
| 42 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | 1.00 EST | $ | (1.00) | $ | (1.00) |
| 43 | COMPACTION PRICE ADJUSTMENT | 31,792.00 EST | $ | 1.00 | $ | 31,792.00 |
| 44 | FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT | 30.00 CY | $ | 265.00 | $ | 7,950.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 45 | CEMENT CONC. PAVEMENT 12 IN. THICK | 90.00 SY | $ | 210.00 | $ | 18,900.00 |
| 46 | COMMERCIAL CONCRETE | 10.00 CY | $ | 210.00 | $ | 2,100.00 |
| 47 | CEMENT CONCRETE CURB WALL | 25.00 LF | $ | 150.00 | $ | 3,750.00 |
| 48 | MANHOLE 48 IN. DOGHOUSE | 1.00 EA | $ | 30,000.00 | $ | 30,000.00 |
| 49 | CATCH BASIN TYPE 1 | 5.00 EA | $ | 5,500.00 | $ | 27,500.00 |
| 50 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 4.00 EA | $ | 2,000.00 | $ | 8,000.00 |
| 51 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 9.00 EA | $ | 2,000.00 | $ | 18,000.00 |
| 52 | MH OR DW FRAME AND COVER (LOCKABLE) | 43.00 EA | $ | 2,050.00 | $ | 88,150.00 |
| 53 | FRAME AND GRATE FOR CB OR GRATE IN-LET | 2.00 EA | $ | 2,000.00 | $ | 4,000.00 |
| 54 | VALVE BOX AND COVER | 45.00 EA | $ | 1,350.00 | $ | 60,750.00 |
| 55 | ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT | 1.00 EA | $ | 1,600.00 | $ | 1,600.00 |
| 56 | CLEANING EXISTING DRAINAGE STRUC-TURE | 5.00 EA | $ | 650.00 | $ | 3,250.00 |
| 57 | REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL | 20.00 CY | $ | 75.00 | $ | 1,500.00 |
| 58 | REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL | 20.00 CY | $ | 110.00 | $ | 2,200.00 |
| 59 | IMPORTED BACKFILL | 20.00 CY | $ | 90.00 | $ | 1,800.00 |
| 60 | TRENCH SAFETY SYSTEM | 1.00 LS | $ | 5,000.00 | $ | 5,000.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 61 | CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA. | 600.00 LF | $ | 215.00 | $ | 129,000.00 |
| 62 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 24.00 EA | $ | 1,200.00 | $ | 28,800.00 |
| 63 | ESC LEAD | 1.00 LS | $ | 675.00 | $ | 675.00 |
| 64 | INLET PROTECTION | 50.00 EA | $ | 135.00 | $ | 6,750.00 |
| 65 | TOPSOIL TYPE A, 2 INCH THICK | 40.00 SY | $ | 20.00 | $ | 800.00 |
| 66 | HYDROSEEDING | 30.00 SY | $ | 20.00 | $ | 600.00 |
| 67 | SOD INSTALLATION | 10.00 SY | $ | 30.00 | $ | 300.00 |
| 68 | 2 IN. PVC IRRIGATION SLEEVE | 30.00 LF | $ | 15.00 | $ | 450.00 |
| 69 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1.00 LS | $ | 1,600.00 | $ | 1,600.00 |
| 70 | CEMENT CONCRETE CURB | 240.00 LF | $ | 45.00 | $ | 10,800.00 |
| 71 | CEMENT CONC. CURB AND GUTTER | 1,760.00 LF | $ | 45.00 | $ | 79,200.00 |
| 72 | CEMENT CONCRETE DRIVEWAY – HIGH EARLY | 70.00 SY | $ | 85.00 | $ | 5,950.00 |
| 73 | CHANNELIZING DEVICES TYPE 4 | 10.00 EA | $ | 375.00 | $ | 3,750.00 |
| 74 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1.00 LS | $ | 4,775.00 | $ | 4,775.00 |
| 75 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 8.00 EA | $ | 750.00 | $ | 6,000.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 76 | MONUMENT FRAME AND COVER | 8.00 EA | $ | 1,200.00 | $ | 9,600.00 |
| 77 | CEMENT CONC. SIDEWALK | 1,260.00 SY | $ | 60.00 | $ | 75,600.00 |
| 78 | RAMP DETECTABLE WARNING | 620.00 SF | $ | 30.00 | $ | 18,600.00 |
| 79 | TRAFFIC SIGNAL SYSTEM RETROFIT, 3RD AVE | 1.00 LS | $ | 72,000.00 | $ | 72,000.00 |
| 80 | TRAFFIC SIGNAL SYSTEM RETROFIT, STE-VENS ST | 1.00 LS | $ | 28,000.00 | $ | 28,000.00 |
| 81 | COMMUNICATION CONDUIT SYSTEM, STE-VENS ST | 1.00 LS | $ | 5,500.00 | $ | 5,500.00 |
| 82 | SIGNING, PERMANENT – CONTRACTOR MANUFACTURED SIGNS | 1.00 LS | $ | 39,000.00 | $ | 39,000.00 |
| 83 | REMOVAL OF EXISTING PAVEMENT MARK-INGS | 103.00 SF | $ | 18.00 | $ | 1,854.00 |
| 84 | REMOVAL OF EXISTING WORD AND SYM-BOL MARKINGS | 1.00 EA | $ | 530.00 | $ | 530.00 |
| 85 | PAVEMENT MARKING – DURABLE HEAT AP-PLIED | 9,158.00 SF | $ | 10.00 | $ | 91,580.00 |
| 86 | WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED | 14.00 EA | $ | 170.00 | $ | 2,380.00 |
| 87 | STEEL PIPE RAILING | 72.00 LF | $ | 325.00 | $ | 23,400.00 |
| 88 | MODIFY STEEL PIPE RAILING | 1.00 LS | $ | 3,500.00 | $ | 3,500.00 |
| 89 | REINFORCED DOWELED CURB | 120.00 LF | $ | 65.00 | $ | 7,800.00 |
| 90 | TRAFFIC ISLAND CONCRETE | 54.00 SY | $ | 60.00 | $ | 3,240.00 |
| 91 | HMA JOINT SEAL AT BRIDGE END | 48.00 LF | $ | 65.00 | $ | 3,120.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 92 | HYDRANT ASSEMBLY | 3.00 EA | $ | 12,000.00 | $ | 36,000.00 |
| 93 | HYDRANT ASSEMBLY – EXCAVATION | 2.00 EA | $ | 3,500.00 | $ | 7,000.00 |
| | | | | ***Schedule A-1 Subtotal*** | $ | 2,774,000.00 |
| ***Summary of Bid Items*** | | | | ***Bid Total*** | $ | 2,774,000.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

**Project Number** 2024062

**Project Description** 3rd Avenue and Stevens Street Grind and Overlays

**Original Date** 5/18/2026 2:16:00 PM

| Project Number: 2024062 | | | Engineer's Estimate | | SHAMROCK PAVING INC (Submitted) | | INLAND ASPHALT COMPANY (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | **Tax Classification** | | | | | | | |
| **Schedule 01** | Sales tax shall be included in unit prices | | | | | | | |
| 1 | ADA FEATURES SURVEYING | 1 LS | 5,000.00 | 5,000.00 | 2,500.00 | $2,500.00 | 20,595.00 | $20,595.00 |
| 2 | REIMBURSEMENT FOR THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 3 | SPCC PLAN | 1 LS | 2,000.00 | 2,000.00 | 1,000.00 | $1,000.00 | 575.00 | $575.00 |
| 4 | POTHOLING | 5 EA | 750.00 | 3,750.00 | 700.00 | $3,500.00 | 738.00 | $3,690.00 |
| 5 | PUBLIC LIAISON REPRESENTATIVE | 1 LS | 20,000.00 | 20,000.00 | 25,000.00 | $25,000.00 | 6,310.00 | $6,310.00 |
| 6 | MOBILIZATION | 1 LS | 249,000.00 | 249,000.00 | 218,000.00 | $218,000.00 | 355,600.20 | $355,600.20 |
| 7 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 107,000.00 | 107,000.00 | 348,807.55 | $348,807.55 | 403,805.00 | $403,805.00 |
| 8 | SPECIAL SIGNS | 328 SF | 25.00 | 8,200.00 | 20.00 | $6,560.00 | 24.60 | $8,068.80 |
| 9 | WORK ZONE SAFETY CONTINGENCY | 10000 FA | 1.00 | 10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 |
| 10 | PORTABLE CHANGEABLE MESSAGE SIGN | 320 HR | 6.00 | 1,920.00 | 13.00 | $4,160.00 | 11.10 | $3,552.00 |
| 11 | CLEARING AND GRUBBING | 1 LS | 5,000.00 | 5,000.00 | 5,500.00 | $5,500.00 | 2,090.00 | $2,090.00 |
| 12 | REMOVE TREE, CLASS II | 2 EA | 2,000.00 | 4,000.00 | 1,250.00 | $2,500.00 | 2,090.00 | $4,180.00 |
| 13 | TREE PRUNING | 38 EA | 200.00 | 7,600.00 | 150.00 | $5,700.00 | 184.60 | $7,014.80 |
| 14 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1 LS | 15,000.00 | 15,000.00 | 19,000.00 | $19,000.00 | 12,302.00 | $12,302.00 |
| 15 | REMOVE EXISTING CURB | 1632 LF | 8.00 | 13,056.00 | 17.00 | $27,744.00 | 30.80 | $50,265.60 |
| 16 | REMOVE EXISTING CURB AND GUTTER | 50 LF | 10.00 | 500.00 | 25.00 | $1,250.00 | 36.90 | $1,845.00 |
| 17 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 1174 SY | 20.00 | 23,480.00 | 36.00 | $42,264.00 | 80.00 | $93,920.00 |
| 18 | REMOVE TREE GRATE | 5 EA | 500.00 | 2,500.00 | 235.00 | $1,175.00 | 274.40 | $1,372.00 |
| 19 | REMOVE MANHOLE, CATCH BASIN, OR DRYWELL | 4 EA | 1,800.00 | 7,200.00 | 1,000.00 | $4,000.00 | 1,230.20 | $4,920.80 |
| 20 | REMOVE EXISTING ≤12 IN. DIA. PIPE | 500 LF | 20.00 | 10,000.00 | 25.00 | $12,500.00 | 49.20 | $24,600.00 |
| 21 | SAWCUTTING CURB | 101 EA | 35.00 | 3,535.00 | 40.00 | $4,040.00 | 73.80 | $7,453.80 |
| 22 | SAWCUTTING RIGID PAVEMENT | 881 LFI | 2.00 | 1,762.00 | 0.85 | $748.85 | 1.90 | $1,673.90 |
| 23 | SAWCUTTING FLEXIBLE PAVEMENT | 9836 LFI | 1.00 | 9,836.00 | 0.60 | $5,901.60 | 0.80 | $7,868.80 |
| 24 | SAWCUTTING FLEXIBLE PAVEMENT– CURVILINEAR | 10500 LFI | 2.50 | 26,250.00 | 1.25 | $13,125.00 | 1.40 | $14,700.00 |
| 25 | REMOVE UNSUITABLE FOUNDATION MATERIAL | 20 CY | 50.00 | 1,000.00 | 70.00 | $1,400.00 | 123.00 | $2,460.00 |
| 26 | REPLACE UNSUITABLE FOUNDATION MATERIAL | 20 CY | 63.00 | 1,260.00 | 100.00 | $2,000.00 | 123.00 | $2,460.00 |
| 27 | CONTROLLED DENSITY FILL | 10 CY | 200.00 | 2,000.00 | 225.00 | $2,250.00 | 492.00 | $4,920.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024062 | | | Engineer's Estimate | | SHAMROCK PAVING INC (Submitted) | | INLAND ASPHALT COMPANY (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 28 | CSTC FOR SIDEWALK, 2 INCH THICK | 1254 SY | 12.00 | 15,048.00 | 14.00 | $17,556.00 | 14.80 | $18,559.20 |
| 29 | CSTC FOR DRIVEWAYS, 4 INCH THICK | 70 SY | 25.00 | 1,750.00 | 30.00 | $2,100.00 | 34.50 | $2,415.00 |
| 30 | CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS | 7 CY | 100.00 | 700.00 | 85.00 | $595.00 | 98.40 | $688.80 |
| 31 | CRACK SEALING, 1 INCH TO LESS THAN 3 INCHES | 8000 LF | 5.00 | 40,000.00 | 2.35 | $18,800.00 | 2.50 | $20,000.00 |
| 32 | HMA CL. 3/8 IN. HEAVY TRAFFIC, 2 INCH THICK | 34370 SY | 18.50 | 635,845.00 | 14.00 | $481,180.00 | 17.50 | $601,475.00 |
| 33 | HMA FOR PRELEVELING CL. 3/8 IN. | 1000 TON | 175.00 | 175,000.00 | 125.00 | $125,000.00 | 131.00 | $131,000.00 |
| 34 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. FOR DRIVEWAYS UNDER 24 FEET | 1 EA | 500.00 | 500.00 | 950.00 | $950.00 | 1,055.00 | $1,055.00 |
| 35 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. FOR DRIVEWAYS OVER 24 FEET | 3 EA | 500.00 | 1,500.00 | 1,000.00 | $3,000.00 | 1,805.00 | $5,415.00 |
| 36 | COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK | 20 SY | 95.00 | 1,900.00 | 55.00 | $1,100.00 | 112.00 | $2,240.00 |
| 37 | COMMERCIAL HMA | 10 TON | 525.00 | 5,250.00 | 275.00 | $2,750.00 | 345.00 | $3,450.00 |
| 38 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 6 INCH THICK | 525 SY | 100.00 | 52,500.00 | 70.00 | $36,750.00 | 138.00 | $72,450.00 |
| 39 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK | 400 SY | 110.00 | 44,000.00 | 80.00 | $32,000.00 | 173.00 | $69,200.00 |
| 40 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 981 SY | 65.00 | 63,765.00 | 87.00 | $85,347.00 | 116.00 | $113,796.00 |
| 41 | PLANING BITUMINOUS PAVEMENT | 34370 SY | 8.00 | 274,960.00 | 5.00 | $171,850.00 | 5.80 | $199,346.00 |
| 42 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | 1 EST | (1.00) | (1.00) | (1.00) | ($1.00) | (1.00) | ($1.00) |
| 43 | COMPACTION PRICE ADJUSTMENT | 31792 EST | 1.00 | 31,792.00 | 1.00 | $31,792.00 | 1.00 | $31,792.00 |
| 44 | FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT | 30 CY | 350.00 | 10,500.00 | 265.00 | $7,950.00 | 307.00 | $9,210.00 |
| 45 | CEMENT CONC. PAVEMENT 12 IN. THICK | 90 SY | 175.00 | 15,750.00 | 210.00 | $18,900.00 | 212.00 | $19,080.00 |
| 46 | COMMERCIAL CONCRETE | 10 CY | 250.00 | 2,500.00 | 210.00 | $2,100.00 | 246.00 | $2,460.00 |
| 47 | CEMENT CONCRETE CURB WALL | 25 LF | 150.00 | 3,750.00 | 150.00 | $3,750.00 | 153.00 | $3,825.00 |
| 48 | MANHOLE 48 IN. DOGHOUSE | 1 EA | 12,000.00 | 12,000.00 | 30,000.00 | $30,000.00 | 15,400.00 | $15,400.00 |
| 49 | CATCH BASIN TYPE 1 | 5 EA | 4,000.00 | 20,000.00 | 5,500.00 | $27,500.00 | 1,845.30 | $9,226.50 |
| 50 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 4 EA | 1,000.00 | 4,000.00 | 2,000.00 | $8,000.00 | 922.00 | $3,688.00 |
| 51 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 9 EA | 1,000.00 | 9,000.00 | 2,000.00 | $18,000.00 | 922.00 | $8,298.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024062 | | | Engineer's Estimate | | SHAMROCK PAVING INC (Submitted) | | INLAND ASPHALT COMPANY (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 52 | MH OR DW FRAME AND COVER (LOCKABLE) | 43 EA | 1,400.00 | 60,200.00 | 2,050.00 | $88,150.00 | 1,845.30 | $79,347.90 |
| 53 | FRAME AND GRATE FOR CB OR GRATE INLET | 2 EA | 1,100.00 | 2,200.00 | 2,000.00 | $4,000.00 | 985.00 | $1,970.00 |
| 54 | VALVE BOX AND COVER | 45 EA | 800.00 | 36,000.00 | 1,350.00 | $60,750.00 | 1,353.00 | $60,885.00 |
| 55 | ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT | 1 EA | 875.00 | 875.00 | 1,600.00 | $1,600.00 | 1,476.00 | $1,476.00 |
| 56 | CLEANING EXISTING DRAINAGE STRUCTURE | 5 EA | 750.00 | 3,750.00 | 650.00 | $3,250.00 | 860.00 | $4,300.00 |
| 57 | REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL | 20 CY | 50.00 | 1,000.00 | 75.00 | $1,500.00 | 123.00 | $2,460.00 |
| 58 | REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL | 20 CY | 59.00 | 1,180.00 | 110.00 | $2,200.00 | 123.00 | $2,460.00 |
| 59 | IMPORTED BACKFILL | 20 CY | 70.00 | 1,400.00 | 90.00 | $1,800.00 | 104.00 | $2,080.00 |
| 60 | TRENCH SAFETY SYSTEM | 1 LS | 10,000.00 | 10,000.00 | 5,000.00 | $5,000.00 | 16,500.00 | $16,500.00 |
| 61 | CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA. | 600 LF | 75.00 | 45,000.00 | 215.00 | $129,000.00 | 135.00 | $81,000.00 |
| 62 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 24 EA | 600.00 | 14,400.00 | 1,200.00 | $28,800.00 | 1,230.20 | $29,524.80 |
| 63 | ESC LEAD | 1 LS | 5,000.00 | 5,000.00 | 675.00 | $675.00 | 6,400.00 | $6,400.00 |
| 64 | INLET PROTECTION | 50 EA | 125.00 | 6,250.00 | 135.00 | $6,750.00 | 92.00 | $4,600.00 |
| 65 | TOPSOIL TYPE A, 2 INCH THICK | 40 SY | 12.00 | 480.00 | 20.00 | $800.00 | 21.00 | $840.00 |
| 66 | HYDROSEEDING | 30 SY | 15.00 | 450.00 | 20.00 | $600.00 | 24.00 | $720.00 |
| 67 | SOD INSTALLATION | 10 SY | 20.00 | 200.00 | 30.00 | $300.00 | 35.00 | $350.00 |
| 68 | 2 IN. PVC IRRIGATION SLEEVE | 30 LF | 20.00 | 600.00 | 15.00 | $450.00 | 16.00 | $480.00 |
| 69 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1 LS | 5,000.00 | 5,000.00 | 1,600.00 | $1,600.00 | 1,845.30 | $1,845.30 |
| 70 | CEMENT CONCRETE CURB | 240 LF | 35.00 | 8,400.00 | 45.00 | $10,800.00 | 46.80 | $11,232.00 |
| 71 | CEMENT CONC. CURB AND GUTTER | 1760 LF | 45.00 | 79,200.00 | 45.00 | $79,200.00 | 49.20 | $86,592.00 |
| 72 | CEMENT CONCRETE DRIVEWAY – HIGH EARLY | 70 SY | 80.00 | 5,600.00 | 85.00 | $5,950.00 | 98.40 | $6,888.00 |
| 73 | CHANNELIZING DEVICES TYPE 4 | 10 EA | 400.00 | 4,000.00 | 375.00 | $3,750.00 | 370.00 | $3,700.00 |
| 74 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 5,000.00 | 5,000.00 | 4,775.00 | $4,775.00 | 5,800.00 | $5,800.00 |
| 75 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 8 EA | 1,100.00 | 8,800.00 | 750.00 | $6,000.00 | 782.00 | $6,256.00 |
| 76 | MONUMENT FRAME AND COVER | 8 EA | 1,500.00 | 12,000.00 | 1,200.00 | $9,600.00 | 861.00 | $6,888.00 |
| 77 | CEMENT CONC. SIDEWALK | 1260 SY | 75.00 | 94,500.00 | 60.00 | $75,600.00 | 71.40 | $89,964.00 |
| 78 | RAMP DETECTABLE WARNING | 620 SF | 30.00 | 18,600.00 | 30.00 | $18,600.00 | 34.50 | $21,390.00 |
| 79 | TRAFFIC SIGNAL SYSTEM RETROFIT, 3RD AVE | 1 LS | 60,000.00 | 60,000.00 | 72,000.00 | $72,000.00 | 85,500.00 | $85,500.00 |
| 80 | TRAFFIC SIGNAL SYSTEM RETROFIT, STEVENS ST | 1 LS | 20,000.00 | 20,000.00 | 28,000.00 | $28,000.00 | 30,750.00 | $30,750.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024062 | | | Engineer's Estimate | | SHAMROCK PAVING INC (Submitted) | | INLAND ASPHALT COMPANY (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 81 | COMMUNICATION CONDUIT SYSTEM, STEVENS ST | 1 LS | 7,000.00 | 7,000.00 | 5,500.00 | $5,500.00 | 6,275.00 | $6,275.00 |
| 82 | SIGNING, PERMANENT – CONTRACTOR MANUFACTURED SIGNS | 1 LS | 45,000.00 | 45,000.00 | 39,000.00 | $39,000.00 | 38,200.00 | $38,200.00 |
| 83 | REMOVAL OF EXISTING PAVEMENT MARKINGS | 103 SF | 10.00 | 1,030.00 | 18.00 | $1,854.00 | 8.60 | $885.80 |
| 84 | REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS | 1 EA | 200.00 | 200.00 | 530.00 | $530.00 | 615.00 | $615.00 |
| 85 | PAVEMENT MARKING– DURABLE HEAT APPLIED | 9158 SF | 15.00 | 137,370.00 | 10.00 | $91,580.00 | 11.80 | $108,064.40 |
| 86 | WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED | 14 EA | 400.00 | 5,600.00 | 170.00 | $2,380.00 | 326.00 | $4,564.00 |
| 87 | STEEL PIPE RAILING | 72 LF | 35.00 | 2,520.00 | 325.00 | $23,400.00 | 277.00 | $19,944.00 |
| 88 | MODIFY STEEL PIPE RAILING | 1 LS | 250.00 | 250.00 | 3,500.00 | $3,500.00 | 9,185.00 | $9,185.00 |
| 89 | REINFORCED DOWELED CURB | 120 LF | 30.00 | 3,600.00 | 65.00 | $7,800.00 | 67.70 | $8,124.00 |
| 90 | TRAFFIC ISLAND CONCRETE | 54 SY | 75.00 | 4,050.00 | 60.00 | $3,240.00 | 71.40 | $3,855.60 |
| 91 | HMA JOINT SEAL AT BRIDGE END | 48 LF | 10.00 | 480.00 | 65.00 | $3,120.00 | 43.00 | $2,064.00 |
| 92 | HYDRANT ASSEMBLY | 3 EA | 9,800.00 | 29,400.00 | 12,000.00 | $36,000.00 | 12,300.00 | $36,900.00 |
| 93 | HYDRANT ASSEMBLY– EXCAVATION | 2 EA | 800.00 | 1,600.00 | 3,500.00 | $7,000.00 | 985.00 | $1,970.00 |
| **Bid Total** | | | | **$2,711,044.00** | | **$2,774,000.00** | | **$3,293,158.00** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

### SCHEDULE SUMMARY

| | Sched 1 | Sched 2 | Sched 3 | Sched 4 | Total |
|---|---|---|---|---|---|
| ENGINEER'S ESTIMATE | 2,711,044.00 | 0.00 | 0.00 | 0.00 | 2,711,044.00 |
| SHAMROCK PAVING INC (Submitted) | 2,774,000.00 | 0.00 | 0.00 | 0.00 | 2,774,000.00 |
| INLAND ASPHALT COMPANY (Submitted) | 3,293,158.00 | 0.00 | 0.00 | 0.00 | 3,293,158.00 |

**Low Bid Contractor:** SHAMROCK PAVING INC

| | Contractor's Bid | Engineer's Estimate | % Variance | |
|---|---|---|---|---|
| **Schedule 01** | 2,774,000.00 | 2,711,044.00 | 2.32 | % Over Estimate |
| **Schedule 02** | 0.00 | 0.00 | | % Under Estimate |
| **Schedule 03** | 0.00 | 0.00 | | % Under Estimate |
| **Schedule 04** | 0.00 | 0.00 | | % Under Estimate |
| **Bid Totals** | 2,774,000.00 | 2,711,044.00 | 2.32 | % Over Estimate |

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** SHAMROCK PAVING, INC.

**Business name:** SHAMROCK PAVING INC.

**Entity type:** Profit Corporation

**UBI #:** 328-031-141

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 110 N HAYFORD RD
SPOKANE WA 99224-9555

**Mailing address:** PO BOX 19263
SPOKANE WA 99219-9263

**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 |
|---|---|---|---|---|---|---|
| Airway Heights General Business - Non-Resident | | | | Active | Dec-31-2026 | Apr-30-2024 |
| Deer Park General Business - Non-Resident | | | | Active | Dec-31-2026 | Sep-09-2024 |
| Spokane General Business - Non-Resident | T12008193BUS | | | Active | Dec-31-2026 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Dec-31-2026 | May-21-2012 |
| Wenatchee General Business - Non-Resident | | | | Active | Jan-31-2027 | Jan-30-2026 |

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

| Owners and officers | Title |
|---|---|
| MAIERS, PAMP G | |
| MAIERS, PAMP M | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|

| Registered trade names | Status | First issued |
|---|---|---|
| MURPHY BROS. | Active | Feb-09-2012 |
| MURPHY BROS. CO. | Active | Feb-09-2012 |
| MURPHY BROS. COMPANY | Active | Feb-09-2012 |
| MURPHY BROTHERS | Active | Feb-09-2012 |
| MURPHY BROTHERS CO. | Active | Feb-09-2012 |
| MURPHY BROTHERS COMPANY | Active | Feb-09-2012 |
| SHAMROCK PAVING INC. | Active | Feb-04-2015 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/4/2026 9:09:17 AM

**Contact us**

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

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

Client#: 148076 CENTWASH31

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Laurie Ross | |
|---|---|---|
| Propel Insurance<br>601 Union Street; Suite 3400<br>COM Construction<br>Seattle, WA 98101-1371 | PHONE (A/C, No, Ext): 800 499-0933 | FAX (A/C, No): 866 577-1326 |
| | E-MAIL ADDRESS: laurie.ross@propelinsurance.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Arch Insurance Company | 11150 |
| INSURER B : ARch Indemnity Insurance Company | 30830 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Shamrock Paving Inc.
P.O. Box 19263
Spokane, WA 99219

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | ZAGLB1066800 | 03/31/2026 | 10/01/2026 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $4,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $4,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | ZACAT9351500 | 03/31/2026 | 10/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | $2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | ZAULP9286200 | 03/31/2026 | 10/01/2026 | EACH OCCURRENCE | $3,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $3,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | ZAWCI1148600<br>WA Stop Gap | 03/31/2026 | 10/01/2026 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

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

**RE: #6397-25 / Paving Services - On Call Public Works Maintenance.**

**Additional Insured Status applies to City of Spokane as set forth in the attached form(s).**

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS | ALL LOCATIONS OF COVERED OPERATIONS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

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

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

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


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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS | ALL LOCATIONS OF COVERED OPERATIONS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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


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POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**
**CG 24 04 05 09**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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


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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED. |
| 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.


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**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.


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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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

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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| **Name of Person(s) or Organization(s):** |
| --- |
| ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY. |

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are 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".

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

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

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured:** |
| **Endorsement Effective Date:** |

**SCHEDULE**

| |
|---|
| **Name(s) Of Person(s) Or Organization(s):** |
| ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


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

# COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured:** |
| **Endorsement Effective Date:** |

**SCHEDULE**

| Scheduled Railroad | Designated Job Site |
|---|---|
| RAILROAD(S) AND RAILROAD AUTHORITIES | JOB SITE DESIGNATED IN THE WRITTEN |
| NAMED IN THE WRITTEN CONTRACT OR | CONTRACT OR AGREEMENT WITH THE NAMED |
| AGREEMENT WITH THE NAMED INSURED. | INSURED AND EXECUTED PRIOR TO LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.


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POLICY NUMBER:

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.

Premium INCL.

Insured:

Insurance Company: ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE:


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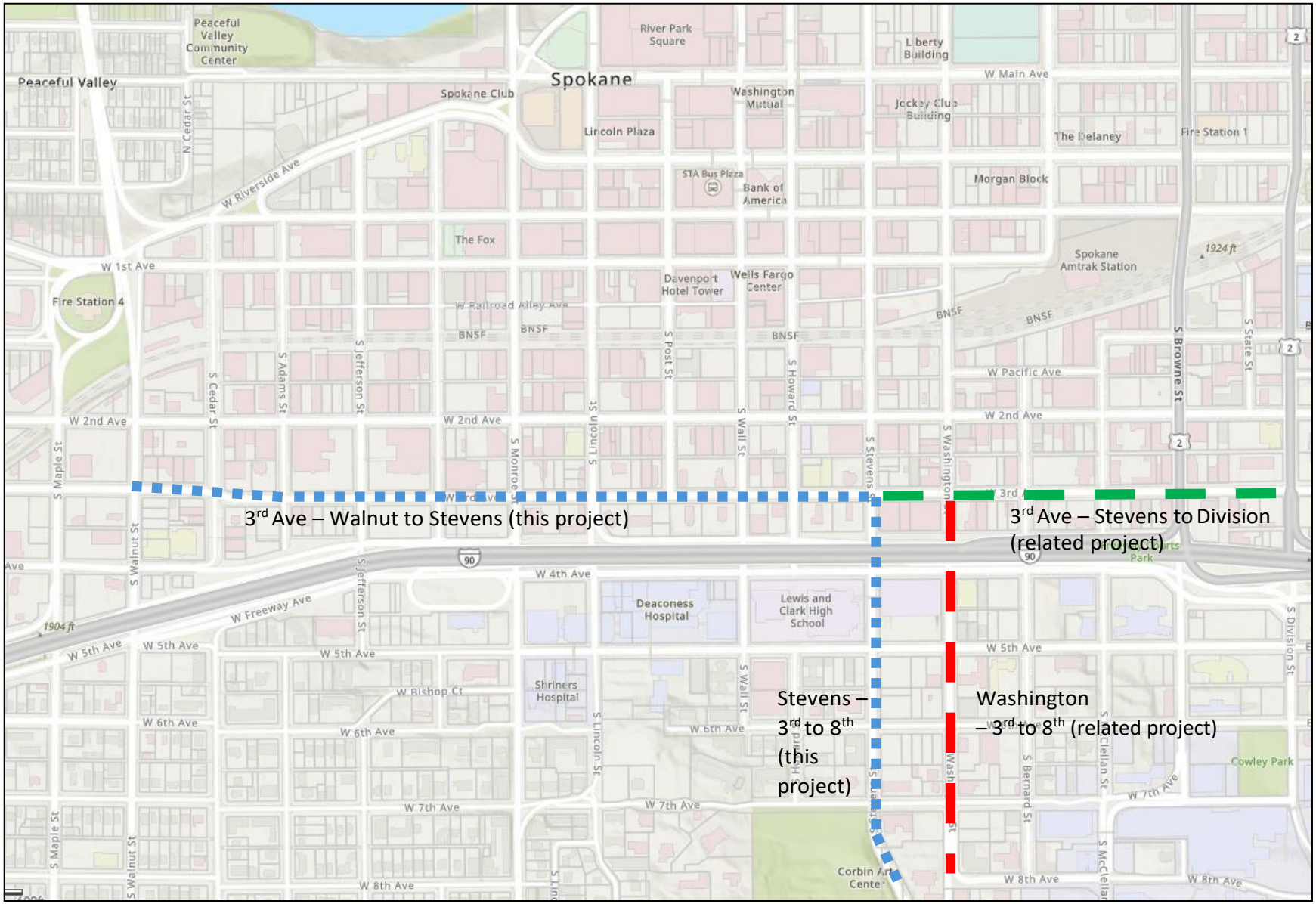

3rd Ave – Walnut to Stevens (this project)
3rd Ave – Stevens to Division (related project)
Stevens – 3rd to 8th (this project)
Washington – 3rd to 8th (related project)
Peaceful Valley
Peaceful Valley Community Center
Spokane
Spokane Club
River Park Square
Liberty Building
Washington Mutual
Jockey Club Building
The Delaney
Fire Station 1
Lincoln Plaza
STA Bus Plaza
Bank of America
Morgan Block
The Fox
Fire Station 4
Davenport Hotel Tower
Wells Fargo Center
Spokane Amtrak Station
1924 ft
1904 ft
Deaconess Hospital
Lewis and Clark High School
Shriners Hospital
Corbin Art Center
Cowley Park
W Riverside Ave
W 1st Ave
W 2nd Ave
W 3rd Ave
W 4th Ave
W 5th Ave
W 6th Ave
W 7th Ave
W 8th Ave
W Main Ave
W Pacific Ave
W Freeway Ave
W Railroad Alley Ave
W Bishop Ct
N Cedar St
S Cedar St
S Adams St
S Jefferson St
S Maple St
S Walnut St
S Monroe St
S Lincoln St
S Post St
S Wall St
S Howard St
S Stevens St
S Washington St
S Browne St
S State St
S Division St
S Bernard St
S McClellan St
BNSF
90
2

# Agenda Sheet for City Council:

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

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/4/2026 | | |
| **Clerk's File #** | OPR 2026-0468 | | |
| **Cross Ref #** | | | |
| **Project #** | 2022093 | | |
| **Submitting Dept** | ENGINEERING SERVICES | **Bid #** | |
| **Contact Name/Phone** | DAN BULLER 6391 | **Requisition #** | CR 28633 |
| **Contact E-Mail** | DBULLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Engineer Construction Contract | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** YES | |
| **Agenda Item Name** | LOW BID AWARD - CHESTNUT STREET BRIDGE SCOUR 2022093 | | |

## Agenda Wording

Low Bid of N.A. Degerstrom, Inc., (Spokane Valley, WA) for Chestnut Street Bridge Scour 2022093 - $1,314,295.00. An administrative reserve of 10% of the contract will be set aside. (Latah Neighborhood Council)

## Summary (Background)

This mostly federally funded project will mitigate the scour that has occurred at the base of the bridge piers. This bridge is an important connection to town for the peaceful valley neighborhood as well as carrying a large diameter water main. The bridge scour has been worsening in recent years. The proposed project consists of bypassing the creek around the work zone, removing material beneath and upstream/downstream of the bridge approximately 30' to a 5' depth and replacing with boulders to armor the creek bed in the vicinity of the piers. This project required extensive permitting which is now complete. Construction is planned during the dry season this summer/fall. The bridge will remain open during construction.

On May 18, 2026, bids were opened for the above project. The low bid from N.A. Degerstrom, Inc., in the amount of $1,314,295.00, which is $206,589.00 or 13.6% (below) the Engineer's Estimate of $1,520,884.00. Seven other bids were received as follows: Red Diamond Construction - $1,401,773.00, Halme Construction, Inc. - $1,436,309.85. Active Construction Inc. - $1,520,520.00, RAZZ Construction - $1,523,382.00, MJ Hughes Construction, Inc. - $1,759,931.10, DW Excavating, Inc. - $1,975,525.00, West Coast Contractors - $2,255,945.59.

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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 1,314,295.00 |
| Current Year Cost | $ 1,314,295.00 |
| Subsequent Year(s) Cost | $ |

## Narrative

This project will be paid with water dept funds over the 2026 - 2027 construction years.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 1,445,724.50 | # 3200 95164 95300 56501 86128 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

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

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

Mostly federal grant, small part arterial street fund

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | BULLER, DAN | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | FEIST, MARLENE | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| Signee: | Tax&licenses@spokanecity.org |
| publicworksaccounting@spokanecity.org | eraea@spokanecity.org |
| pyoung@spokanecity.org | dbuller@spokanecity.org |
| jradams@spokanecity.org | mvallen@spokanecity.org |
| | |

City Clerk's No. OPR 2026-0468
Engineering No. 2022093

# City of Spokane

## PUBLIC WORKS CONTRACT

Title: **CHESTNUT STREET BRIDGE SCOUR MITIGATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **N.A. DEGERSTROM, INC.**, whose address is 3033 North Sullivan Road, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **CHESTNUT STREET BRIDGE SCOUR MITIGATION.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services 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, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022093 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

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

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-

1 for the actual quantities furnished for each bid item at a total cost not to exceed $1,314,295.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2026-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.

9. 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.

10. 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.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. 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.

15. 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.

16. 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. 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 to 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.

17. 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.

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

19. 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.

20. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

22. 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.

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

24. 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.

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

26. 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.

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

28. 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.

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

30. 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.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

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

**Attachments that are part of this Contract**:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

26-134

## PAYMENT BOND

We, **NA DEGERSTROM, INC.,** as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION THREE HUNDRED FOURTEEN THOUSAND TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($1,314,295.00)**, plus tax if applicable, 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 **CHESTNUT STREET BRIDGE SCOUR MITIGATION**. 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 _____.

**NA DEGERSTROM, INC.,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON )
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

## PERFORMANCE BOND

We, **NA DEGERSTROM, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION THREE HUNDRED FOURTEEN THOUSAND TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($1,314,295.00)**, plus 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 **CHESTNUT STREET BRIDGE SCOUR MITIGATION**. 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 _____

**NA DEGERSTROM, INC.,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON )
) ss.
County of _____ )

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

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

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

## SCHEDULE A-1

***Tax Classification: Sales tax shall be included in unit prices***

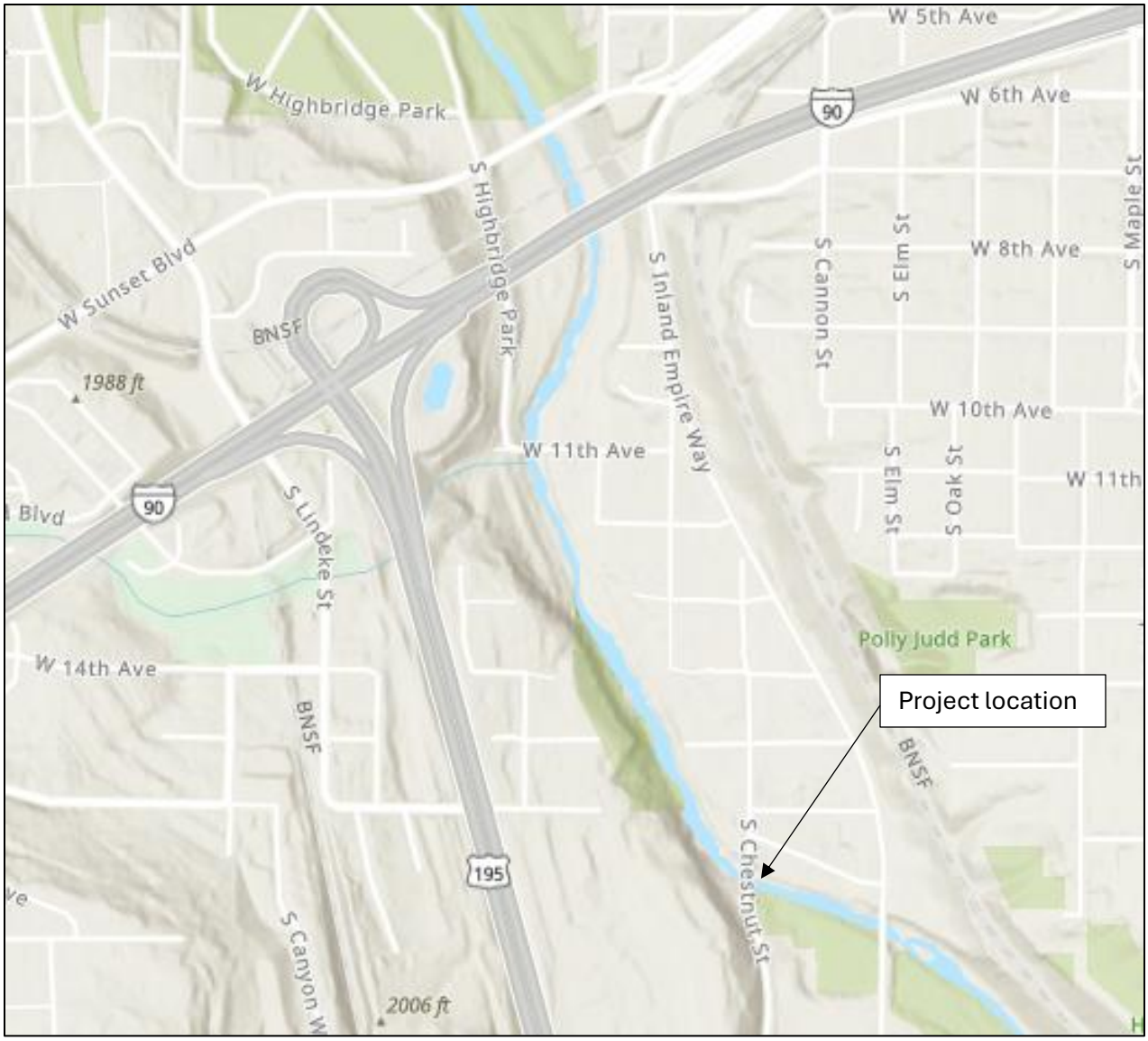
| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL |
|---|---|---|---|---|---|---|
| 1 | SUBSURFACE EXPLORATION | 1.00 LS | $ | 35,000.00 | $ | 35,000.00 |
| 2 | NO TRESPASSING SIGN | 4.00 EA | $ | 300.00 | $ | 1,200.00 |
| 3 | HEALTH AND SAFETY PLAN | 1.00 LS | $ | 5,500.00 | $ | 5,500.00 |
| 4 | FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS | 10,000.00 FA | $ | 1.00 | $ | 10,000.00 |
| 5 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1.00 EST | $ | 1.00 | $ | 1.00 |
| 6 | SPCC PLAN | 1.00 LS | $ | 2,500.00 | $ | 2,500.00 |
| 7 | PROPERTY RESTORATION | 1.00 LS | $ | 19,000.00 | $ | 19,000.00 |
| 8 | MOBILIZATION | 1.00 LS | $ | 160,000.00 | $ | 160,000.00 |
| 9 | PROJECT TEMPORARY TRAFFIC CONTROL | 1.00 LS | $ | 16,000.00 | $ | 16,000.00 |
| 10 | CLEARING AND GRUBBING | 0.85 ACRE | $ | 4,000.00 | $ | 3,400.00 |
| 11 | TREE PROTECTION ZONE | 11.00 EA | $ | 230.00 | $ | 2,530.00 |
| 12 | REMOVE TREE, CLASS II | 5.00 EA | $ | 1,200.00 | $ | 6,000.00 |
| 13 | TREE PRUNING | 1.00 EA | $ | 200.00 | $ | 200.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | REMOVE EXISTING CURB | 50.00 LF | $ | 8.00 | $ | 400.00 |
| 15 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 30.00 SY | $ | 22.00 | $ | 660.00 |
| 16 | CHANNEL EXCAVATION INCL. HAUL | 5,900.00 CY | $ | 42.00 | $ | 247,800.00 |
| 17 | CONSTRUCTION VIBRATION MONITORING | 1.00 LS | $ | 11,000.00 | $ | 11,000.00 |
| 18 | PRE & POST CONSTRUCTION CONDITION SURVEY | 1.00 LS | $ | 3,800.00 | $ | 3,800.00 |
| 19 | FORMWORK FOR CONTROLLED DENSITY FILL | 100.00 SY | $ | 150.00 | $ | 15,000.00 |
| 20 | FLOWABLE CONTROLLED DENSITY FILL | 40.00 CY | $ | 300.00 | $ | 12,000.00 |
| 21 | SHORING OR EXTRA EXCAVATION CLASS B | 1.00 LS | $ | 35,000.00 | $ | 35,000.00 |
| 22 | CONSTRUCTION GEOSYNTHETIC FOR PER-MANENT EROSION CONTROL | 2,300.00 SY | $ | 7.00 | $ | 16,100.00 |
| 23 | CSTC FOR SIDEWALK, 2 INCH THICK | 30.00 SY | $ | 21.00 | $ | 630.00 |
| 24 | EROSION/WATER POLLUTION CONTROL | 1.00 LS | $ | 5,500.00 | $ | 5,500.00 |
| 25 | EROSION CONTROL BLANKET | 1,100.00 SY | $ | 3.00 | $ | 3,300.00 |
| 26 | LIVE POLE DRUMMOND WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 21.00 EA | $ | 21.00 | $ | 441.00 |
| 27 | LIVE POLE MACKENZIE WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 22.00 EA | $ | 21.00 | $ | 462.00 |
| 28 | LIVE STAKE COYOTE WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 21.00 EA | $ | 21.00 | $ | 441.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 29 | LIVE STAKE DRUMMOND WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 17.00 EA | $ | 21.00 | $ | 357.00 |
| 30 | EA | 18.00 EA | $ | 21.00 | $ | 378.00 |
| 31 | PLANT ESTABLISHMENT - SECOND YEAR | 7,000.00 FA | $ | 1.00 | $ | 7,000.00 |
| 32 | SOIL AMENDMENT | 130.00 CY | $ | 100.00 | $ | 13,000.00 |
| 33 | BARK OR WOOD CHIP MULCH | 5.00 CY | $ | 120.00 | $ | 600.00 |
| 34 | SEEDING AND MULCHING | 1,575.00 SY | $ | 16.00 | $ | 25,200.00 |
| 35 | SOD INSTALLATION | 500.00 SY | $ | 28.00 | $ | 14,000.00 |
| 36 | PSIPE RED-OSIER DOGWOOD, 1 GAL. CONT., 10" HT. MIN. | 50.00 EA | $ | 27.00 | $ | 1,350.00 |
| 37 | PSIPE NOOTKA ROSE 1 GAL. CONT., 10" HT. MIN. | 40.00 EA | $ | 27.00 | $ | 1,080.00 |
| 38 | PSIPE TALL OREGON GRAPE, 1 GAL. CONT., 10" HT. MIN. | 42.00 EA | $ | 27.00 | $ | 1,134.00 |
| 39 | PSIPE BLACK HAWTHORN, 1 GAL. CONT., 10" HT. MIN. | 52.00 EA | $ | 27.00 | $ | 1,404.00 |
| 40 | PSIPE GOLDEN CURRANT, 1 GAL. CONT., 10" HT. MIN. | 41.00 EA | $ | 27.00 | $ | 1,107.00 |
| 41 | PSIPE MOCK ORANGE, 1 GAL. CONT., 12" HT. MIN. | 50.00 EA | $ | 27.00 | $ | 1,350.00 |
| 42 | PSIPE BLACK COTTONWOOD, 2 GAL. CONT., 24" HT. MIN. | 7.00 EA | $ | 50.00 | $ | 350.00 |
| 43 | PSIPE PONDEROSA PINE, 2 GAL. CONT., 20" HT. MIN. | 7.00 EA | $ | 50.00 | $ | 350.00 |
| 44 | TEMPORARY IRRIGATION SYSTEM | 1.00 LS | $ | 40,000.00 | $ | 40,000.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 45 | CEMENT CONCRETE CURB | 50.00 LF | $ | 76.00 | $ | 3,800.00 |
| 46 | CONSTRUCTION ACCESS AND STAGING | 1.00 LS | $ | 63,000.00 | $ | 63,000.00 |
| 47 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1.00 LS | $ | 5,500.00 | $ | 5,500.00 |
| 48 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 1.00 EA | $ | 1,600.00 | $ | 1,600.00 |
| 49 | CEMENT CONCRETE SIDEWALK | 30.00 SY | $ | 150.00 | $ | 4,500.00 |
| 50 | SALVAGED STREAMBED MATERIAL | 1,500.00 CY | $ | 21.00 | $ | 31,500.00 |
| 51 | SALVAGED STREAMBED SEDIMENT | 950.00 CY | $ | 26.00 | $ | 24,700.00 |
| 52 | IMPORTED STREAMBED SEDIMENT | 430.00 CY | $ | 59.00 | $ | 25,370.00 |
| 53 | RIPRAP (CUSTOM GRADATION) | 3,200.00 CY | $ | 124.00 | $ | 396,800.00 |
| 54 | TEMPORARY STREAM DIVERSION | 1.00 LS | $ | 33,000.00 | $ | 33,000.00 |
| 55 | FISH EXCLUSION ASSISTANCE | 2,000.00 FA | $ | 1.00 | $ | 2,000.00 |
| | | | ***Schedule A-1 Subtotal*** | | $ | 1,314,295.00 |

| | | | |
|---|---|---|---|
| ***Summary of Bid Items*** | ***Bid Total*** | $ | 1,314,295.00 |


W 5th Ave
W 6th Ave
W Highbridge Park
90
S Highbridge Park
S Inland Empire Way
S Cannon St
S Elm St
S Maple St
W 8th Ave
W Sunset Blvd
BNSF
1988 ft
W 10th Ave
W 11th Ave
S Elm St
S Oak St
W 11th
90
S Lindeke St
W 14th Ave
Polly Judd Park
Project location
BNSF
BNSF
195
S Chestnut St
S Canyon W
2006 ft

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

**Project Number** 2022093

**Project Description** Chestnut Street Bridge Scour Damage Repair

**Original Date** 5/18/2026 2:40:00 PM

| Project Number: 2022093 | | | Engineer's Estimate | | N A DEGERSTROM (Submitted) | | RED DIAMOND CONSTRUCTION INC (Submitted) | | HALME CONSTRUCTION INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | **Tax Classification** | | | | | | | | | |
| **Schedule 01** | Sales tax shall be included in unit prices | | | | | | | | | |
| 1 | SUBSURFACE EXPLORATION | 1 LS | 26,000.00 | 26,000.00 | 35,000.00 | $35,000.00 | 12,000.00 | $12,000.00 | 49,629.63 | $49,629.63 |
| 2 | NO TRESPASSING SIGN | 4 EA | 250.00 | 1,000.00 | 300.00 | $1,200.00 | 800.00 | $3,200.00 | 236.33 | $945.32 |
| 3 | HEALTH AND SAFETY PLAN | 1 LS | 2,000.00 | 2,000.00 | 5,500.00 | $5,500.00 | 4,000.00 | $4,000.00 | 8,271.60 | $8,271.60 |
| 4 | FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS | 10000 FA | 1.00 | 10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 |
| 5 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 6 | SPCC PLAN | 1 LS | 2,500.00 | 2,500.00 | 2,500.00 | $2,500.00 | 1,500.00 | $1,500.00 | 2,954.14 | $2,954.14 |
| 7 | PROPERTY RESTORATION | 1 LS | 5,000.00 | 5,000.00 | 19,000.00 | $19,000.00 | 6,500.00 | $6,500.00 | 5,226.22 | $5,226.22 |
| 8 | MOBILIZATION | 1 LS | 139,700.00 | 139,700.00 | 160,000.00 | $160,000.00 | 199,032.00 | $199,032.00 | 189,696.03 | $189,696.03 |
| 9 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 75,000.00 | 75,000.00 | 16,000.00 | $16,000.00 | 8,900.00 | $8,900.00 | 11,816.58 | $11,816.58 |
| 10 | CLEARING AND GRUBBING | 1 ACRE | 20,000.00 | 17,000.00 | 4,000.00 | $3,400.00 | 25,000.00 | $21,250.00 | 10,484.36 | $8,911.71 |
| 11 | TREE PROTECTION ZONE | 11 EA | 300.00 | 3,300.00 | 230.00 | $2,530.00 | 170.00 | $1,870.00 | 251.32 | $2,764.52 |
| 12 | REMOVE TREE, CLASS II | 5 EA | 900.00 | 4,500.00 | 1,200.00 | $6,000.00 | 4,900.00 | $24,500.00 | 1,870.78 | $9,353.90 |
| 13 | TREE PRUNING | 1 EA | 400.00 | 400.00 | 200.00 | $200.00 | 250.00 | $250.00 | 227.94 | $227.94 |
| 14 | REMOVE EXISTING CURB | 50 LF | 25.00 | 1,250.00 | 8.00 | $400.00 | 12.00 | $600.00 | 9.92 | $496.00 |
| 15 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 30 SY | 45.00 | 1,350.00 | 22.00 | $660.00 | 15.00 | $450.00 | 16.53 | $495.90 |
| 16 | CHANNEL EXCAVATION INCL. HAUL | 5900 CY | 35.00 | 206,500.00 | 42.00 | $247,800.00 | 56.00 | $330,400.00 | 25.52 | $150,568.00 |
| 17 | CONSTRUCTION VIBRATION MONITORING | 1 LS | 5,000.00 | 5,000.00 | 11,000.00 | $11,000.00 | 5,455.00 | $5,455.00 | 17,724.87 | $17,724.87 |
| 18 | PRE & POST CONSTRUCTION CONDITION SURVEY | 1 LS | 5,000.00 | 5,000.00 | 3,800.00 | $3,800.00 | 3,819.00 | $3,819.00 | 5,908.29 | $5,908.29 |
| 19 | FORMWORK FOR CONTROLLED DENSITY FILL | 100 SY | 90.00 | 9,000.00 | 150.00 | $15,000.00 | 184.00 | $18,400.00 | 122.55 | $12,255.00 |
| 20 | FLOWABLE CONTROLLED DENSITY FILL | 40 CY | 200.00 | 8,000.00 | 300.00 | $12,000.00 | 262.00 | $10,480.00 | 393.72 | $15,748.80 |
| 21 | SHORING OR EXTRA EXCAVATION CLASS B | 1 LS | 62,000.00 | 62,000.00 | 35,000.00 | $35,000.00 | 13,900.00 | $13,900.00 | 175,826.70 | $175,826.70 |
| 22 | CONSTRUCTION GEOSYNTHETIC FOR PERMANENT EROSION CONTROL | 2300 SY | 4.00 | 9,200.00 | 7.00 | $16,100.00 | 5.00 | $11,500.00 | 5.09 | $11,707.00 |
| 23 | CSTC FOR SIDEWALK, 2 INCH THICK | 30 SY | 28.00 | 840.00 | 21.00 | $630.00 | 20.00 | $600.00 | 37.26 | $1,117.80 |
| 24 | EROSION/WATER POLLUTION CONTROL | 1 LS | 17,000.00 | 17,000.00 | 5,500.00 | $5,500.00 | 23,347.00 | $23,347.00 | 8,129.13 | $8,129.13 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | ACTIVE CONSTRUCTION INC (Submitted) | | RAZZ CONSTRUCTION (Submitted) | | MJ HUGHES CONSTRUCTION INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | | | Tax Classification | | | | | | | |
| Schedule 01 | | | Sales tax shall be included in unit prices | | | | | | | |
| 1 | SUBSURFACE EXPLORATION | 1 LS | 26,000.00 | 26,000.00 | 20,650.00 | $20,650.00 | 30,000.00 | $30,000.00 | 41,300.00 | $41,300.00 |
| 2 | NO TRESPASSING SIGN | 4 EA | 250.00 | 1,000.00 | 275.00 | $1,100.00 | 400.00 | $1,600.00 | 88.00 | $352.00 |
| 3 | HEALTH AND SAFETY PLAN | 1 LS | 2,000.00 | 2,000.00 | 150.00 | $150.00 | 7,500.00 | $7,500.00 | 3,200.00 | $3,200.00 |
| 4 | FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS | 10000 FA | 1.00 | 10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 |
| 5 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 6 | SPCC PLAN | 1 LS | 2,500.00 | 2,500.00 | 150.00 | $150.00 | 25,000.00 | $25,000.00 | 2,800.00 | $2,800.00 |
| 7 | PROPERTY RESTORATION | 1 LS | 5,000.00 | 5,000.00 | 7,700.00 | $7,700.00 | 4,200.00 | $4,200.00 | 23,000.00 | $23,000.00 |
| 8 | MOBILIZATION | 1 LS | 139,700.00 | 139,700.00 | 138,873.25 | $138,873.25 | 160,000.00 | $160,000.00 | 175,000.00 | $175,000.00 |
| 9 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 75,000.00 | 75,000.00 | 28,000.00 | $28,000.00 | 25,000.00 | $25,000.00 | 22,500.00 | $22,500.00 |
| 10 | CLEARING AND GRUBBING | 1 ACRE | 20,000.00 | 17,000.00 | 12,000.00 | $10,200.00 | 40,000.00 | $34,000.00 | 27,100.00 | $23,035.00 |
| 11 | TREE PROTECTION ZONE | 11 EA | 300.00 | 3,300.00 | 325.00 | $3,575.00 | 300.00 | $3,300.00 | 250.00 | $2,750.00 |
| 12 | REMOVE TREE, CLASS II | 5 EA | 900.00 | 4,500.00 | 1,400.00 | $7,000.00 | 1,500.00 | $7,500.00 | 1,300.00 | $6,500.00 |
| 13 | TREE PRUNING | 1 EA | 400.00 | 400.00 | 5,000.00 | $5,000.00 | 1,500.00 | $1,500.00 | 290.00 | $290.00 |
| 14 | REMOVE EXISTING CURB | 50 LF | 25.00 | 1,250.00 | 4.25 | $212.50 | 9.00 | $450.00 | 13.30 | $665.00 |
| 15 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 30 SY | 45.00 | 1,350.00 | 12.00 | $360.00 | 32.00 | $960.00 | 29.20 | $876.00 |
| 16 | CHANNEL EXCAVATION INCL. HAUL | 5900 CY | 35.00 | 206,500.00 | 36.25 | $213,875.00 | 25.00 | $147,500.00 | 38.80 | $228,920.00 |
| 17 | CONSTRUCTION VIBRATION MONITORING | 1 LS | 5,000.00 | 5,000.00 | 11,000.00 | $11,000.00 | 6,000.00 | $6,000.00 | 11,800.00 | $11,800.00 |
| 18 | PRE & POST CONSTRUCTION CONDITION SURVEY | 1 LS | 5,000.00 | 5,000.00 | 4,300.00 | $4,300.00 | 17,500.00 | $17,500.00 | 8,800.00 | $8,800.00 |
| 19 | FORMWORK FOR CONTROLLED DENSITY FILL | 100 SY | 90.00 | 9,000.00 | 108.00 | $10,800.00 | 300.00 | $30,000.00 | 180.00 | $18,000.00 |
| 20 | FLOWABLE CONTROLLED DENSITY FILL | 40 CY | 200.00 | 8,000.00 | 350.00 | $14,000.00 | 500.00 | $20,000.00 | 450.00 | $18,000.00 |
| 21 | SHORING OR EXTRA EXCAVATION CLASS B | 1 LS | 62,000.00 | 62,000.00 | 6,950.00 | $6,950.00 | 147,500.00 | $147,500.00 | 190,000.00 | $190,000.00 |
| 22 | CONSTRUCTION GEOSYNTHETIC FOR PERMANENT EROSION CONTROL | 2300 SY | 4.00 | 9,200.00 | 3.75 | $8,625.00 | 5.00 | $11,500.00 | 22.40 | $51,520.00 |
| 23 | CSTC FOR SIDEWALK, 2 INCH THICK | 30 SY | 28.00 | 840.00 | 8.50 | $255.00 | 23.00 | $690.00 | 47.20 | $1,416.00 |
| 24 | EROSION/WATER POLLUTION CONTROL | 1 LS | 17,000.00 | 17,000.00 | 6,075.00 | $6,075.00 | 8,000.00 | $8,000.00 | 17,500.00 | $17,500.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | DW EXCAVATING INC (Submitted) | | WEST COAST CONTRACTORS (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | | | Tax Classification | | | | | |
| Schedule 01 | | | Sales tax shall be included in unit prices | | | | | |
| 1 | SUBSURFACE EXPLORATION | 1 LS | 26,000.00 | 26,000.00 | 52,300.00 | $52,300.00 | 29,727.00 | $29,727.00 |
| 2 | NO TRESPASSING SIGN | 4 EA | 250.00 | 1,000.00 | 250.00 | $1,000.00 | 746.00 | $2,984.00 |
| 3 | HEALTH AND SAFETY PLAN | 1 LS | 2,000.00 | 2,000.00 | 7,200.00 | $7,200.00 | 4,367.00 | $4,367.00 |
| 4 | FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS | 10000 FA | 1.00 | 10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 |
| 5 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 6 | SPCC PLAN | 1 LS | 2,500.00 | 2,500.00 | 720.00 | $720.00 | 5,403.00 | $5,403.00 |
| 7 | PROPERTY RESTORATION | 1 LS | 5,000.00 | 5,000.00 | 14,700.00 | $14,700.00 | 17,047.00 | $17,047.00 |
| 8 | MOBILIZATION | 1 LS | 139,700.00 | 139,700.00 | 35,600.00 | $35,600.00 | 225,586.00 | $225,586.00 |
| 9 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 75,000.00 | 75,000.00 | 38,800.00 | $38,800.00 | 26,121.00 | $26,121.00 |
| 10 | CLEARING AND GRUBBING | 1 ACRE | 20,000.00 | 17,000.00 | 43,500.00 | $36,975.00 | 13,738.93 | $11,678.09 |
| 11 | TREE PROTECTION ZONE | 11 EA | 300.00 | 3,300.00 | 270.00 | $2,970.00 | 180.00 | $1,980.00 |
| 12 | REMOVE TREE, CLASS II | 5 EA | 900.00 | 4,500.00 | 1,300.00 | $6,500.00 | 6,003.00 | $30,015.00 |
| 13 | TREE PRUNING | 1 EA | 400.00 | 400.00 | 240.00 | $240.00 | 228.00 | $228.00 |
| 14 | REMOVE EXISTING CURB | 50 LF | 25.00 | 1,250.00 | 5.50 | $275.00 | 19.00 | $950.00 |
| 15 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 30 SY | 45.00 | 1,350.00 | 17.00 | $510.00 | 31.00 | $930.00 |
| 16 | CHANNEL EXCAVATION INCL. HAUL | 5900 CY | 35.00 | 206,500.00 | 51.00 | $300,900.00 | 71.20 | $420,080.00 |
| 17 | CONSTRUCTION VIBRATION MONITORING | 1 LS | 5,000.00 | 5,000.00 | 6,800.00 | $6,800.00 | 12,607.00 | $12,607.00 |
| 18 | PRE & POST CONSTRUCTION CONDITION SURVEY | 1 LS | 5,000.00 | 5,000.00 | 4,400.00 | $4,400.00 | 8,109.00 | $8,109.00 |
| 19 | FORMWORK FOR CONTROLLED DENSITY FILL | 100 SY | 90.00 | 9,000.00 | 360.00 | $36,000.00 | 228.00 | $22,800.00 |
| 20 | FLOWABLE CONTROLLED DENSITY FILL | 40 CY | 200.00 | 8,000.00 | 550.00 | $22,000.00 | 591.00 | $23,640.00 |
| 21 | SHORING OR EXTRA EXCAVATION CLASS B | 1 LS | 62,000.00 | 62,000.00 | 144,200.00 | $144,200.00 | 170,497.00 | $170,497.00 |
| 22 | CONSTRUCTION GEOSYNTHETIC FOR PERMANENT EROSION CONTROL | 2300 SY | 4.00 | 9,200.00 | 10.50 | $24,150.00 | 12.00 | $27,600.00 |
| 23 | CSTC FOR SIDEWALK, 2 INCH THICK | 30 SY | 28.00 | 840.00 | 22.00 | $660.00 | 68.00 | $2,040.00 |
| 24 | EROSION/WATER POLLUTION CONTROL | 1 LS | 17,000.00 | 17,000.00 | 30,140.00 | $30,140.00 | 14,411.00 | $14,411.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | N A DEGERSTROM (Submitted) | | RED DIAMOND CONSTRUCTION INC (Submitted) | | HALME CONSTRUCTION INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 25 | EROSION CONTROL BLANKET | 1100 SY | 7.00 | 7,700.00 | 3.00 | $3,300.00 | 4.00 | $4,400.00 | 4.68 | $5,148.00 |
| 26 | LIVE POLE DRUMMOND WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 21 EA | 25.00 | 525.00 | 21.00 | $441.00 | 22.00 | $462.00 | 8.18 | $171.78 |
| 27 | LIVE POLE MACKENZIE WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 22 EA | 25.00 | 550.00 | 21.00 | $462.00 | 22.00 | $484.00 | 8.18 | $179.96 |
| 28 | LIVE STAKE COYOTE WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 21 EA | 8.00 | 168.00 | 21.00 | $441.00 | 22.00 | $462.00 | 8.18 | $171.78 |
| 29 | LIVE STAKE DRUMMOND WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 17 EA | 8.00 | 136.00 | 21.00 | $357.00 | 22.00 | $374.00 | 8.18 | $139.06 |
| 30 | EA | 18 EA | 8.00 | 144.00 | 21.00 | $378.00 | 22.00 | $396.00 | 8.18 | $147.24 |
| 31 | PLANT ESTABLISHMENT - SECOND YEAR | 7000 FA | 1.00 | 7,000.00 | 1.00 | $7,000.00 | 1.00 | $7,000.00 | 1.00 | $7,000.00 |
| 32 | SOIL AMENDMENT | 130 CY | 90.00 | 11,700.00 | 100.00 | $13,000.00 | 100.00 | $13,000.00 | 87.67 | $11,397.10 |
| 33 | BARK OR WOOD CHIP MULCH | 5 CY | 90.00 | 450.00 | 120.00 | $600.00 | 120.00 | $600.00 | 81.82 | $409.10 |
| 34 | SEEDING AND MULCHING | 1575 SY | 10.00 | 15,750.00 | 16.00 | $25,200.00 | 15.00 | $23,625.00 | 2.89 | $4,551.75 |
| 35 | SOD INSTALLATION | 500 SY | 34.00 | 17,000.00 | 28.00 | $14,000.00 | 28.00 | $14,000.00 | 30.39 | $15,195.00 |
| 36 | PSIPE RED-OSIER DOGWOOD, 1 GAL. CONT., 10" HT. MIN. | 50 EA | 20.00 | 1,000.00 | 27.00 | $1,350.00 | 27.00 | $1,350.00 | 7.01 | $350.50 |
| 37 | PSIPE NOOTKA ROSE 1 GAL. CONT., 10" HT. MIN. | 40 EA | 20.00 | 800.00 | 27.00 | $1,080.00 | 27.00 | $1,080.00 | 7.01 | $280.40 |
| 38 | PSIPE TALL OREGON GRAPE, 1 GAL. CONT., 10" HT. MIN. | 42 EA | 20.00 | 840.00 | 27.00 | $1,134.00 | 27.00 | $1,134.00 | 7.01 | $294.42 |
| 39 | PSIPE BLACK HAWTHORN, 1 GAL. CONT., 10" HT. MIN. | 52 EA | 20.00 | 1,040.00 | 27.00 | $1,404.00 | 27.00 | $1,404.00 | 7.01 | $364.52 |
| 40 | PSIPE GOLDEN CURRANT, 1 GAL. CONT., 10" HT. MIN. | 41 EA | 20.00 | 820.00 | 27.00 | $1,107.00 | 27.00 | $1,107.00 | 7.01 | $287.41 |
| 41 | PSIPE MOCK ORANGE, 1 GAL. CONT., 12" HT. MIN. | 50 EA | 20.00 | 1,000.00 | 27.00 | $1,350.00 | 27.00 | $1,350.00 | 7.01 | $350.50 |
| 42 | PSIPE BLACK COTTONWOOD, 2 GAL. CONT., 24" HT. MIN. | 7 EA | 35.00 | 245.00 | 50.00 | $350.00 | 55.00 | $385.00 | 14.03 | $98.21 |
| 43 | PSIPE PONDEROSA PINE, 2 GAL. CONT., 20" HT. MIN. | 7 EA | 35.00 | 245.00 | 50.00 | $350.00 | 55.00 | $385.00 | 14.03 | $98.21 |
| 44 | TEMPORARY IRRIGATION SYSTEM | 1 LS | 35,000.00 | 35,000.00 | 40,000.00 | $40,000.00 | 48,000.00 | $48,000.00 | 41,039.30 | $41,039.30 |
| 45 | CEMENT CONCRETE CURB | 50 LF | 85.00 | 4,250.00 | 76.00 | $3,800.00 | 60.00 | $3,000.00 | 70.02 | $3,501.00 |
| 46 | CONSTRUCTION ACCESS AND STAGING | 1 LS | 30,000.00 | 30,000.00 | 63,000.00 | $63,000.00 | 8,500.00 | $8,500.00 | 20,166.53 | $20,166.53 |
| 47 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 2,000.00 | 2,000.00 | 5,500.00 | $5,500.00 | 1,702.00 | $1,702.00 | 1,843.39 | $1,843.39 |
| 48 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 1 EA | 5,000.00 | 5,000.00 | 1,600.00 | $1,600.00 | 2,629.00 | $2,629.00 | 4,823.42 | $4,823.42 |
| 49 | CEMENT CONCRETE SIDEWALK | 30 SY | 215.00 | 6,450.00 | 150.00 | $4,500.00 | 189.00 | $5,670.00 | 133.26 | $3,997.80 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | ACTIVE CONSTRUCTION INC (Submitted) | | RAZZ CONSTRUCTION (Submitted) | | MJ HUGHES CONSTRUCTION INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 25 | EROSION CONTROL BLANKET | 1100 SY | 7.00 | 7,700.00 | 4.50 | $4,950.00 | 5.00 | $5,500.00 | 4.70 | $5,170.00 |
| 26 | LIVE POLE DRUMMOND WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 21 EA | 25.00 | 525.00 | 7.50 | $157.50 | 9.00 | $189.00 | 8.25 | $173.25 |
| 27 | LIVE POLE MACKENZIE WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 22 EA | 25.00 | 550.00 | 7.50 | $165.00 | 9.00 | $198.00 | 8.25 | $181.50 |
| 28 | LIVE STAKE COYOTE WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 21 EA | 8.00 | 168.00 | 7.50 | $157.50 | 9.00 | $189.00 | 8.25 | $173.25 |
| 29 | LIVE STAKE DRUMMOND WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 17 EA | 8.00 | 136.00 | 7.50 | $127.50 | 9.00 | $153.00 | 8.25 | $140.25 |
| 30 | EA | 18 EA | 8.00 | 144.00 | 7.50 | $135.00 | 9.00 | $162.00 | 8.25 | $148.50 |
| 31 | PLANT ESTABLISHMENT - SECOND YEAR | 7000 FA | 1.00 | 7,000.00 | 1.00 | $7,000.00 | 1.00 | $7,000.00 | 1.00 | $7,000.00 |
| 32 | SOIL AMENDMENT | 130 CY | 90.00 | 11,700.00 | 80.50 | $10,465.00 | 100.00 | $13,000.00 | 88.00 | $11,440.00 |
| 33 | BARK OR WOOD CHIP MULCH | 5 CY | 90.00 | 450.00 | 75.00 | $375.00 | 90.00 | $450.00 | 180.00 | $900.00 |
| 34 | SEEDING AND MULCHING | 1575 SY | 10.00 | 15,750.00 | 2.75 | $4,331.25 | 11.00 | $17,325.00 | 10.05 | $15,828.75 |
| 35 | SOD INSTALLATION | 500 SY | 34.00 | 17,000.00 | 28.00 | $14,000.00 | 33.00 | $16,500.00 | 30.70 | $15,350.00 |
| 36 | PSIPE RED-OSIER DOGWOOD, 1 GAL. CONT., 10" HT. MIN. | 50 EA | 20.00 | 1,000.00 | 6.50 | $325.00 | 25.00 | $1,250.00 | 7.10 | $355.00 |
| 37 | PSIPE NOOTKA ROSE 1 GAL. CONT., 10" HT. MIN. | 40 EA | 20.00 | 800.00 | 6.50 | $260.00 | 25.00 | $1,000.00 | 7.10 | $284.00 |
| 38 | PSIPE TALL OREGON GRAPE, 1 GAL. CONT., 10" HT. MIN. | 42 EA | 20.00 | 840.00 | 6.50 | $273.00 | 25.00 | $1,050.00 | 7.10 | $298.20 |
| 39 | PSIPE BLACK HAWTHORN, 1 GAL. CONT., 10" HT. MIN. | 52 EA | 20.00 | 1,040.00 | 6.50 | $338.00 | 25.00 | $1,300.00 | 7.10 | $369.20 |
| 40 | PSIPE GOLDEN CURRANT, 1 GAL. CONT., 10" HT. MIN. | 41 EA | 20.00 | 820.00 | 6.50 | $266.50 | 25.00 | $1,025.00 | 7.10 | $291.10 |
| 41 | PSIPE MOCK ORANGE, 1 GAL. CONT., 12" HT. MIN. | 50 EA | 20.00 | 1,000.00 | 6.50 | $325.00 | 25.00 | $1,250.00 | 7.10 | $355.00 |
| 42 | PSIPE BLACK COTTONWOOD, 2 GAL. CONT., 24" HT. MIN. | 7 EA | 35.00 | 245.00 | 13.00 | $91.00 | 25.00 | $175.00 | 14.15 | $99.05 |
| 43 | PSIPE PONDEROSA PINE, 2 GAL. CONT., 20" HT. MIN. | 7 EA | 35.00 | 245.00 | 13.00 | $91.00 | 25.00 | $175.00 | 14.15 | $99.05 |
| 44 | TEMPORARY IRRIGATION SYSTEM | 1 LS | 35,000.00 | 35,000.00 | 26,950.00 | $26,950.00 | 25,000.00 | $25,000.00 | 29,500.00 | $29,500.00 |
| 45 | CEMENT CONCRETE CURB | 50 LF | 85.00 | 4,250.00 | 70.00 | $3,500.00 | 40.00 | $2,000.00 | 82.00 | $4,100.00 |
| 46 | CONSTRUCTION ACCESS AND STAGING | 1 LS | 30,000.00 | 30,000.00 | 16,400.00 | $16,400.00 | 43,000.00 | $43,000.00 | 42,500.00 | $42,500.00 |
| 47 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 2,000.00 | 2,000.00 | 1,700.00 | $1,700.00 | 2,000.00 | $2,000.00 | 4,100.00 | $4,100.00 |
| 48 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 1 EA | 5,000.00 | 5,000.00 | 2,600.00 | $2,600.00 | 3,000.00 | $3,000.00 | 4,100.00 | $4,100.00 |
| 49 | CEMENT CONCRETE SIDEWALK | 30 SY | 215.00 | 6,450.00 | 140.00 | $4,200.00 | 133.00 | $3,990.00 | 170.00 | $5,100.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | DW EXCAVATING INC (Submitted) | | WEST COAST CONTRACTORS (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 25 | EROSION CONTROL BLANKET | 1100 SY | 7.00 | 7,700.00 | 5.00 | $5,500.00 | 5.00 | $5,500.00 |
| 26 | LIVE POLE DRUMMOND WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 21 EA | 25.00 | 525.00 | 9.00 | $189.00 | 8.50 | $178.50 |
| 27 | LIVE POLE MACKENZIE WILLOW 1.5" - 3.5" DIA., 6.5' LENGTH | 22 EA | 25.00 | 550.00 | 9.00 | $198.00 | 8.50 | $187.00 |
| 28 | LIVE STAKE COYOTE WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 21 EA | 8.00 | 168.00 | 9.00 | $189.00 | 8.50 | $178.50 |
| 29 | LIVE STAKE DRUMMOND WILLOW 0.5" - 1.5" DIA., 4' LENGTH | 17 EA | 8.00 | 136.00 | 9.00 | $153.00 | 8.50 | $144.50 |
| 30 | EA | 18 EA | 8.00 | 144.00 | 9.00 | $162.00 | 8.50 | $153.00 |
| 31 | PLANT ESTABLISHMENT - SECOND YEAR | 7000 FA | 1.00 | 7,000.00 | 1.00 | $7,000.00 | 1.00 | $7,000.00 |
| 32 | SOIL AMENDMENT | 130 CY | 90.00 | 11,700.00 | 94.00 | $12,220.00 | 90.00 | $11,700.00 |
| 33 | BARK OR WOOD CHIP MULCH | 5 CY | 90.00 | 450.00 | 90.00 | $450.00 | 84.25 | $421.25 |
| 34 | SEEDING AND MULCHING | 1575 SY | 10.00 | 15,750.00 | 11.00 | $17,325.00 | 10.25 | $16,143.75 |
| 35 | SOD INSTALLATION | 500 SY | 34.00 | 17,000.00 | 33.00 | $16,500.00 | 31.00 | $15,500.00 |
| 36 | PSIPE RED-OSIER DOGWOOD, 1 GAL. CONT., 10" HT. MIN. | 50 EA | 20.00 | 1,000.00 | 7.50 | $375.00 | 7.00 | $350.00 |
| 37 | PSIPE NOOTKA ROSE 1 GAL. CONT., 10" HT. MIN. | 40 EA | 20.00 | 800.00 | 7.50 | $300.00 | 7.00 | $280.00 |
| 38 | PSIPE TALL OREGON GRAPE, 1 GAL. CONT., 10" HT. MIN. | 42 EA | 20.00 | 840.00 | 7.50 | $315.00 | 7.00 | $294.00 |
| 39 | PSIPE BLACK HAWTHORN, 1 GAL. CONT., 10" HT. MIN. | 52 EA | 20.00 | 1,040.00 | 7.50 | $390.00 | 7.00 | $364.00 |
| 40 | PSIPE GOLDEN CURRANT, 1 GAL. CONT., 10" HT. MIN. | 41 EA | 20.00 | 820.00 | 8.00 | $328.00 | 7.00 | $287.00 |
| 41 | PSIPE MOCK ORANGE, 1 GAL. CONT., 12" HT. MIN. | 50 EA | 20.00 | 1,000.00 | 7.50 | $375.00 | 7.00 | $350.00 |
| 42 | PSIPE BLACK COTTONWOOD, 2 GAL. CONT., 24" HT. MIN. | 7 EA | 35.00 | 245.00 | 15.00 | $105.00 | 15.00 | $105.00 |
| 43 | PSIPE PONDEROSA PINE, 2 GAL. CONT., 20" HT. MIN. | 7 EA | 35.00 | 245.00 | 15.00 | $105.00 | 15.00 | $105.00 |
| 44 | TEMPORARY IRRIGATION SYSTEM | 1 LS | 35,000.00 | 35,000.00 | 31,000.00 | $31,000.00 | 30,089.00 | $30,089.00 |
| 45 | CEMENT CONCRETE CURB | 50 LF | 85.00 | 4,250.00 | 64.00 | $3,200.00 | 88.00 | $4,400.00 |
| 46 | CONSTRUCTION ACCESS AND STAGING | 1 LS | 30,000.00 | 30,000.00 | 42,200.00 | $42,200.00 | 48,596.00 | $48,596.00 |
| 47 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 2,000.00 | 2,000.00 | 3,100.00 | $3,100.00 | 3,002.00 | $3,002.00 |
| 48 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 1 EA | 5,000.00 | 5,000.00 | 930.00 | $930.00 | 3,002.00 | $3,002.00 |
| 49 | CEMENT CONCRETE SIDEWALK | 30 SY | 215.00 | 6,450.00 | 150.00 | $4,500.00 | 171.00 | $5,130.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | N A DEGERSTROM (Submitted) | | RED DIAMOND CONSTRUCTION INC (Submitted) | | HALME CONSTRUCTION INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 50 | SALVAGED STREAMBED MATERIAL | 1500 CY | 50.00 | 75,000.00 | 21.00 | $31,500.00 | 45.00 | $67,500.00 | 32.49 | $48,735.00 |
| 51 | SALVAGED STREAMBED SEDIMENT | 950 CY | 50.00 | 47,500.00 | 26.00 | $24,700.00 | 79.00 | $75,050.00 | 40.74 | $38,703.00 |
| 52 | IMPORTED STREAMBED SEDIMENT | 430 CY | 221.00 | 95,030.00 | 59.00 | $25,370.00 | 79.00 | $33,970.00 | 62.98 | $27,081.40 |
| 53 | RIPRAP (CUSTOM GRADATION) | 3200 CY | 150.00 | 480,000.00 | 124.00 | $396,800.00 | 104.00 | $332,800.00 | 114.22 | $365,504.00 |
| 54 | TEMPORARY STREAM DIVERSION | 1 LS | 60,000.00 | 60,000.00 | 33,000.00 | $33,000.00 | 36,000.00 | $36,000.00 | 132,503.99 | $132,503.99 |
| 55 | FISH EXCLUSION ASSISTANCE | 2000 FA | 1.00 | 2,000.00 | 1.00 | $2,000.00 | 1.00 | $2,000.00 | 1.00 | $2,000.00 |
| **Bid Total** | | | | **$1,520,884.00** | | **$1,314,295.00** | | **$1,401,773.00** | | **$1,436,309.85** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | ACTIVE CONSTRUCTION INC (Submitted) | | RAZZ CONSTRUCTION (Submitted) | | MJ HUGHES CONSTRUCTION INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 50 | SALVAGED STREAMBED MATERIAL | 1500 CY | 50.00 | 75,000.00 | 18.25 | $27,375.00 | 31.00 | $46,500.00 | 42.25 | $63,375.00 |
| 51 | SALVAGED STREAMBED SEDIMENT | 950 CY | 50.00 | 47,500.00 | 17.75 | $16,862.50 | 31.00 | $29,450.00 | 49.50 | $47,025.00 |
| 52 | IMPORTED STREAMBED SEDIMENT | 430 CY | 221.00 | 95,030.00 | 98.25 | $42,247.50 | 45.00 | $19,350.00 | 75.00 | $32,250.00 |
| 53 | RIPRAP (CUSTOM GRADATION) | 3200 CY | 150.00 | 480,000.00 | 132.50 | $424,000.00 | 135.00 | $432,000.00 | 120.00 | $384,000.00 |
| 54 | TEMPORARY STREAM DIVERSION | 1 LS | 60,000.00 | 60,000.00 | 400,000.00 | $400,000.00 | 147,500.00 | $147,500.00 | 225,000.00 | $225,000.00 |
| 55 | FISH EXCLUSION ASSISTANCE | 2000 FA | 1.00 | 2,000.00 | 1.00 | $2,000.00 | 1.00 | $2,000.00 | 1.00 | $2,000.00 |
| **Bid Total** | | | | **$1,520,884.00** | | **$1,520,520.00** | | **$1,523,382.00** | | **$1,759,931.10** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2022093 | | | Engineer's Estimate | | DW EXCAVATING INC (Submitted) | | WEST COAST CONTRACTORS (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 50 | SALVAGED STREAMBED MATERIAL | 1500 CY | 50.00 | 75,000.00 | 29.50 | $44,250.00 | 114.00 | $171,000.00 |
| 51 | SALVAGED STREAMBED SEDIMENT | 950 CY | 50.00 | 47,500.00 | 29.50 | $28,025.00 | 127.00 | $120,650.00 |
| 52 | IMPORTED STREAMBED SEDIMENT | 430 CY | 221.00 | 95,030.00 | 170.00 | $73,100.00 | 120.00 | $51,600.00 |
| 53 | RIPRAP (CUSTOM GRADATION) | 3200 CY | 150.00 | 480,000.00 | 160.00 | $512,000.00 | 165.00 | $528,000.00 |
| 54 | TEMPORARY STREAM DIVERSION | 1 LS | 60,000.00 | 60,000.00 | 392,000.00 | $392,000.00 | 160,434.00 | $160,434.00 |
| 55 | FISH EXCLUSION ASSISTANCE | 2000 FA | 1.00 | 2,000.00 | 1.00 | $2,000.00 | 1.00 | $2,000.00 |
| **Bid Total** | | | | **$1,520,884.00** | | **$1,975,525.00** | | **$2,255,945.59** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

### SCHEDULE SUMMARY

| | Sched 1 | Sched 2 | Sched 3 | Sched 4 | Total |
|---|---|---|---|---|---|
| ENGINEER'S ESTIMATE | 1,520,884.00 | 0.00 | 0.00 | 0.00 | 1,520,884.00 |
| N A DEGERSTROM (Submitted) | 1,314,295.00 | 0.00 | 0.00 | 0.00 | 1,314,295.00 |
| RED DIAMOND CONSTRUCTION INC (Submitted) | 1,401,773.00 | 0.00 | 0.00 | 0.00 | 1,401,773.00 |
| HALME CONSTRUCTION INC (Submitted) | 1,436,309.85 | 0.00 | 0.00 | 0.00 | 1,436,309.85 |
| ACTIVE CONSTRUCTION INC (Submitted) | 1,520,520.00 | 0.00 | 0.00 | 0.00 | 1,520,520.00 |
| RAZZ CONSTRUCTION (Submitted) | 1,523,382.00 | 0.00 | 0.00 | 0.00 | 1,523,382.00 |
| MJ HUGHES CONSTRUCTION INC (Submitted) | 1,759,931.10 | 0.00 | 0.00 | 0.00 | 1,759,931.10 |
| DW EXCAVATING INC (Submitted) | 1,975,525.00 | 0.00 | 0.00 | 0.00 | 1,975,525.00 |
| WEST COAST CONTRACTORS (Submitted) | 2,255,945.59 | 0.00 | 0.00 | 0.00 | 2,255,945.59 |

**Low Bid Contractor:** N A DEGERSTROM

| | Contractor's Bid | Engineer's Estimate | % Variance | |
|---|---|---|---|---|
| **Schedule 01** | 1,314,295.00 | 1,520,884.00 | 13.58 | % Under Estimate |
| **Schedule 02** | 0.00 | 0.00 | | % Under Estimate |
| **Schedule 03** | 0.00 | 0.00 | | % Under Estimate |
| **Schedule 04** | 0.00 | 0.00 | | % Under Estimate |
| **Bid Totals** | 1,314,295.00 | 1,520,884.00 | 13.58 | % Under Estimate |

Washington State Department of Revenue

Business Lookup

# License Information:

New search Back to results

**Entity name:** N. A. DEGERSTROM, INC.

**Business name:** N. A. DEGERSTROM, INC.

**Entity type:** Profit Corporation

**UBI #:** 328-042-324

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 3303 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1604

**Mailing address:** 3303 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1604

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

**Secretary of State information:** Click here

## Endorsements

| Endorsements held a | License # | Count | Details | Status | Expiratio | First issua |
|---|---|---|---|---|---|---|

| Endorsements held a | License # | Count | Details | Status | Expiratio | First issua |
|---|---|---|---|---|---|---|
| Liberty Lake General Business - Non-Resident | | | | Active | Jul-31-20 | May-09-2 |
| Scale - Large | | 1 | | Active | Jul-31-20 | Dec-09-1 |
| Spokane General Business - Non-Resident | T120087C | | | Active | Jul-31-20 | Oct-15-2C |
| Spokane Valley General Business | 00769 | | | Active | Jul-31-20 | Feb-05-2C |

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

| Owners and officers | Title |
|---|---|
| COLEMAN, MICHAEL | |
| DEGERSTROM, JOAN | |
| MYERS, CHRISTOPHER | |
| ROSSELET, MICHELE | |
| TALLMAN, JUDI | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| N A DEGERSTROM INC. | Active | Oct-07-1988 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/18/2026 3:49:17 PM

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**Check if your browser is supported**

NADEGER-03 JSCHREIBER6

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2026

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

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

| | |
|---|---|
| PRODUCER<br>Hub International Northwest LLC<br>PO Box 3144<br>Spokane, WA 99220 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073<br>E-MAIL ADDRESS: nowspkinfo@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Alaska National Insurance Company — 38733 |
| INSURED<br>N.A. Degerstrom, Inc.<br>3303 N. Sullivan Road<br>Spokane Valley, WA 99216 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Aggregate Per Proj<br>X STOP GAP/EMP LIAB<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | 25FPS09101 | 6/30/2025 | 6/30/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>WA STOP GAP | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | X | X | 25FAS09101 | 6/30/2025 | 6/30/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 25FLU09101 | 6/30/2025 | 6/30/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

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

AS RESPECTS OPERATIONS/SERVICES/WORK INCLUDING THOSE INCONJUNCTION WITH STREET OBSTRUCTION PERMITS.
ADDITIONAL INSURED STATUS AND WAIVER OF SUBROGATION TO THE CITY OF SPOKANE AND ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS AS GRANTED BY THE ACTUAL INSURANCE POLICY FORMS THAT ARE ATTACHED TO THE CERTIFICATE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICIES.

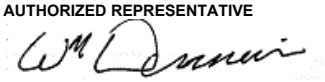
**CERTIFICATE HOLDER**

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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## CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

**SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW**

1. **Miscellaneous Additional Insureds**
   8 additional insured extensions.

   **Primary and Noncontributory Insurance**

2. **Damage To Premises Rented to You**
   Limit increased to $500,000.

3. **Medical Payments**
   Limits increased to $15,000.
   Reporting period increased to three years from the date of accident.

4. **Non-owned Watercraft**
   Increased to 50 feet.

5. **Supplementary Payments**
   Cost of bail bonds increased to $10,000.
   Daily loss of earnings increased to $500.

6. **Newly Formed Or Acquired Organizations**
   Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. **Liberalization Clause**

8. **Unintentional Failure To Disclose Hazards**

9. **Notice of Occurrence**

10. **Broad Knowledge of Occurrence**

11. **Bodily Injury - Extension of Coverage**

12. **Expected Or Intended Injury**
    Reasonable force - bodily injury or property damage.

13. **Blanket Waiver of Subrogation**
    Waiver of subrogation where required by written contract or written agreement.

14. **In Rem Actions**

15. **Voluntary Property Damage**
    Limits added: $5,000 occurrence, $10,000 aggregate.

**1. MISCELLANEOUS ADDITIONAL INSUREDS**

**Section II Who Is An Insured** is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

**1.** Currently in effect or becoming effective during the term of this policy; and

**2.** Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

**b. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

**(1)** Their financial control of you, or

**(2)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**c. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises; or

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**d. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**e. Owners or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to lease that land; or

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**f. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**g. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

**(1)** To any "occurrence" which takes place after the equipment lease expires; or

**(2)** To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

**h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations**

**1.** Any person or organization for whom you are performing operations or have performed 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; or

**c.** "Your Work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph **1**. or **2.** above.

However, the insurance afforded to such additional insured described above:

**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.

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

This insurance does not apply to:

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

**a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

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

**Primary And Noncontributory Insurance**

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

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.

**Section III - Limits of Insurance**, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs **a.** through h**.** above, the most we will pay on behalf of such additional insured is the amount of insurance:

**(1)** Required by the contract or agreement; or

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

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

**2. Damage To Premises Rented to You**

**SECTION III – LIMITS OF INSURANCE,** Paragraph **6.** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because or "property damage" to any one premises is the Limit shown in the Declarations or $500,000, whichever is greater.

**3. MEDICAL PAYMENTS**

**A. Section III – Limits of Insurance**, Paragraph **7.** is replaced by the following:

**7.** Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under **Coverage C** for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or $15,000, whichever is greater.

**B.** This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

**C.** Paragraph **1.a.(3)(b) of Section I - Coverage C - Medical Payments**, is replaced by the following:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

**4. NON-OWNED WATERCRAFT**

**A**. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

**(b)** A watercraft that you do not own that is:

**(i)** Less than 50 feet long: and

**(ii)** Not being used to carry persons or property for a charge.

**B.** If Paragraph **A**. does not apply, Paragraph **g. (2)** of **2. EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**(2)** A watercraft that 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.

**5. SUPPLEMENTARY PAYMENTS**

**A.** Under **Section I - Supplementary Payments - Coverage A** and **B**, Paragraph **1.b**., the limit of $250 shown for the cost of bail bonds is replaced by $10,000;

**B.** In Paragraph **1.d.,** the limit of $250 shown for daily loss of earnings is replaced by $500.

**6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Paragraph **3.a.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

**7. LIBERALIZATION CLAUSE**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

**8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** – Paragraph **6.** – **Representations** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

**a.** The statements in the Declarations are accurate and complete;

**b.** Those statements are based upon representations you made to us; and

**c.** We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

**9. NOTICE OF OCCURRENCE**

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

**10. BROAD KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit' is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An executive officer or the employee designated by you to give such notice, if you are a corporation; or

**(4)** A manager, if you are a limited liability company.

**11. EXPANDED BODILY INJURY**

**Section V - Definitions**, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**12. EXPECTED OR INTENDED INJURY**

Exclusion **a.** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

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

**13. BLANKET WAIVER OF SUBROGATION**

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**14. IN REM ACTIONS**

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

**15. VOLUNTARY PROPERTY DAMAGE**

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for "property damage" to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

**1.** Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage to property of others caused by you and while in your care, custody or control is $5,000.

**2.** The most we will pay for the sum of all "property damage" in an annual policy period is $10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance**.

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Alaska National
INSURANCE COMPANY

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):**<br>All Projects |
|---|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

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

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No. 22

Countersigned By _____

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INSURANCE COMPANY

## BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured is amended to include:

**d.** Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**e.** Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

**SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:**

**5. Transfer of Rights of Recovery Against Others to Us**

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

**(2)** Up to $10,000 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.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

**(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.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

**c. Voluntary Property Damage**

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to $25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.2. – **Towing** is replaced by the following:

**Towing**

We will pay up to $500 for towing and labor costs incurred each time a covered "auto" that is a:

**a.** Private passenger;

**b.** Truck;

**c.** Pick-up truck;

**d.** Panel ; or

**e.** Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

**Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay the following under Comprehensive Coverage:

**a.** Glass Breakage;

**b.** "Loss" caused by hitting a bird or animal; and

**c.** "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**Glass Repair – Waiver of Deductible**

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

**a. Transportation Expenses**

We will pay up to $200 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

**(1)** Private passenger;

**(2)** Truck;

**(3)** Pick-up truck;

**(4)** Panel; or

**(5)** Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

**b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles**

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

**(1)** Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.

**(2)** Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is $200 per day, to a maximum of $1,500.

**SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph A.4.c. – **Non-Transportation Loss of Use Expenses** is added as follows:

**c. Non-Transportation Loss of Use Expenses**

We will pay up to $2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

**(1)** Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;

**(2)** Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

**SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph A.4.d. – **Airbag Coverage** is added as follows:

**d. Airbag Coverage**

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

**SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph A.4.e. – **Rental Reimbursement Coverage** is added as follows:

**e. Rental Reimbursement Coverage**

We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

**(1)** Private Passenger;

**(2)** Truck;

**(3)** Pick-up truck;

**(4)** Panel; or

**(5)** Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

(1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto".

(b) 30 days.

(2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

**SECTION IV – BUSINESS AUTO CONDITIONS** – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

**Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form 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.

**SECTION IV – BUSINESS AUTO CONDITIONS** – Paragraph B.5.b. – **Other Insurance** is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent, or borrow; and

(2) Any covered "auto"" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**SECTION V – DEFINITIONS** – Paragraph C. – **"Bodily injury"** is replaced by the following:

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

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No. 3

Countersigned By _____

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

Any person or organization for whom the Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Insured N.A. DEGERSTROM INC. Policy No. JWS 09101

Endorsement No.

Countersigned By

WC 00 03 13 (04 84)

Alaska National
INSURANCE COMPANY

## ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **a.** of **5. Other Insurance** of **Section IV - Conditions** is deleted and replaced by:

**5. Other Insurance**

**a.** This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

**(1)** Other insurance that is specifically written as excess over this Coverage Part; or

**(2)** Other insurance that is both:

**(a)** Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph **3.** of **Section II - Who Is An Insured**; and

**(b)** Intended to be excess of this insurance and non-contributory with this insurance as agreed under a written contract or agreement into which you have entered that requires that this insurance be primary and non-contributory.

Such insurance as is described in items **(1)** and **(2)** above shall apply in excess of the Limits of Insurance of this Coverage Part and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all those other insurers.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective June 30, 2019 Policy No. 19F PS 09101

Insured N.A. Degerstrom, Inc. Endorsement No. 67

Countersigned By Scott Lincoln Hub International NW/Spokane

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Alaska National
INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective June 30, 2019 Policy No. 19F PS 09101

Insured N.A. Degerstrom, Inc. Endorsement No. 66

Countersigned By Scott Lincoln Hub International NW/Spokane

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

# PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) or Organization(s)** |
|---|
| Blanket when specifically required in a written contract with the named insured. |

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Alaska National INSURANCE COMPANY

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Spokane

c/o: Development Services Center

808 W Spokane Falls Blvd
Spokane WA 99201

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, 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".

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

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

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

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

whichever is less.

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

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective September 09, 2025 Policy No. 25F PS 09101

Insured N.A. Degerstrom, Inc Endorsement No. 73

Countersigned By Marc E. Schmittlein Hub International Northwest, LLC

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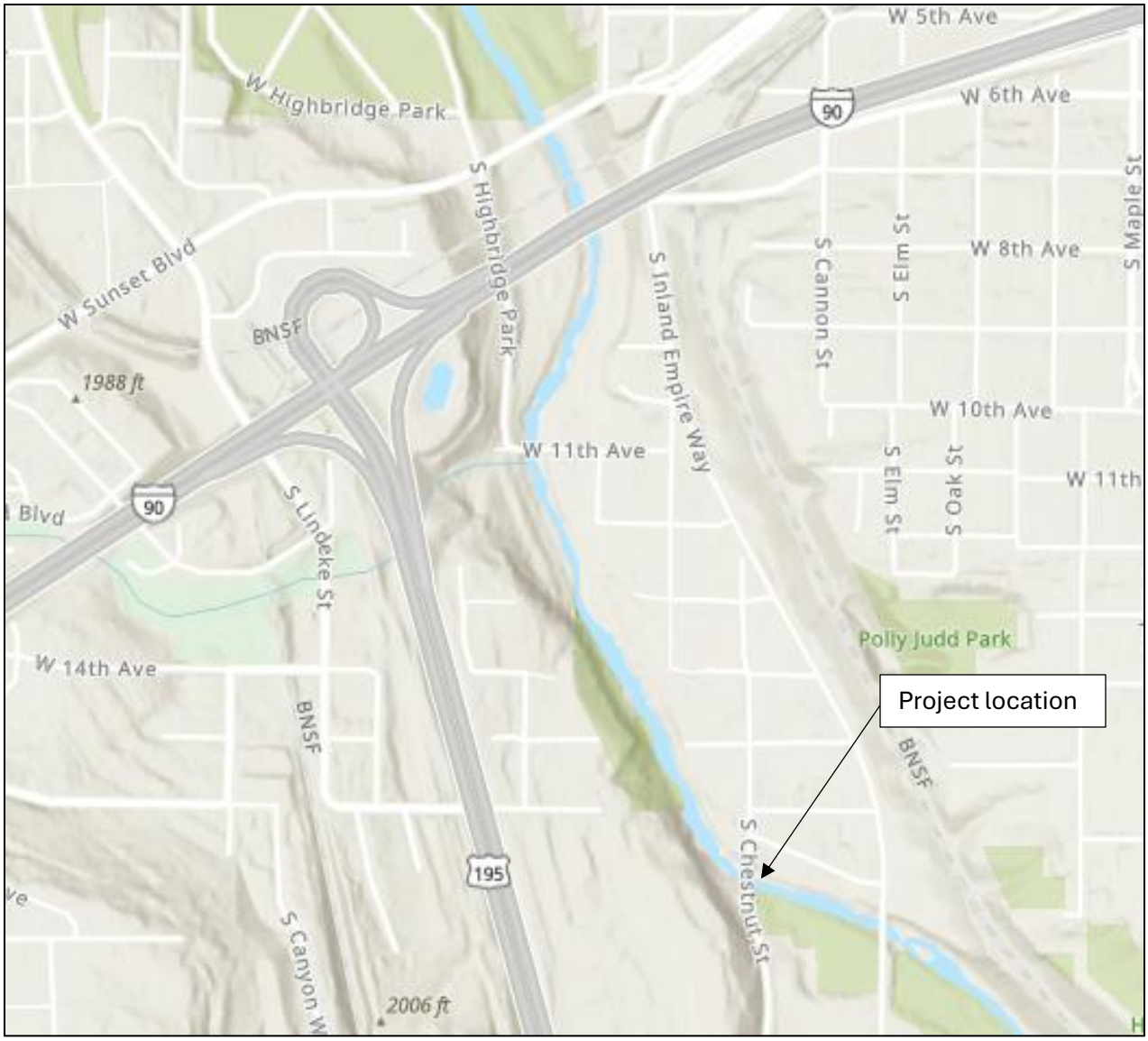
W 5th Ave
W 6th Ave
W Highbridge Park
90
S Highbridge Park
S Inland Empire Way
S Cannon St
S Elm St
S Maple St
W 8th Ave
W Sunset Blvd
BNSF
1988 ft
W 10th Ave
W 11th Ave
S Elm St
S Oak St
W 11th
90
S Lindeke St
W 14th Ave
Polly Judd Park
Project location
BNSF
BNSF
195
S Chestnut St
S Canyon W
2006 ft

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/28/2026 | | |
| **Clerk's File #** | OPR 2026-0469 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FIRE | **Bid #** | HGACBUY |
| **Contact Name/Phone** | KYLE CHASE 509-435-7080 | **Requisition #** | RE20966 |
| **Contact E-Mail** | KCHASE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | BWILKERSON KTELIS | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 1970 FIRE - APPROVAL TO PURCHASE NEW PIERCE TILLER LADDER | | |

## Agenda Wording

Approval to purchase a new Pierce Tiller Ladder from Hughes Fire Equipment, through cooperative contract HGACbuy contract #FS12-23

## Summary (Background)

SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove ladder trucks from front line service and place them in reserve status after 15 years of service. This new ladder truck would replace a front line unit that has currently been in service for 22 years. This new ladder truck meets current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. This new ladder truck will be similar to previous Pierce ladder trucks, which allows for efficiencies in operations and maintenance. Additionally, this new ladder truck has significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk.

**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?**

This proposal aligns with the SFD Capital Improvement Plan, FD Strategic Plan Goal #7, provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner. This apparatus meet the Sustainability Action Plan by having a clean diesel motor with lowered emissions. Additionally, the SFD used prexisting Government contract to ensure lowest cost.

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 2586517.94 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

SFD seeks approval to purchase a new Pierce Tiller Ladder to meet fleet management goals, provide for safer and more reliable apparatus, and continue efficiencies in operations and maintenance. Funding to come from Community Safety Sales Tax dollars.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 2586517.94 | # 5903-79126-94220-56404-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

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

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

N/A

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

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

N/A

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

## Distribution List

| | |
|---|---|
| Taylor, Sheri staylor@hughesfire.com | kcchase@spokanecity.org |
| khaugen@spokanecity.org | twilliams@spokanecity.org |
| | |
| | tprince@spokanecity.org |
| | |

April 23, 2026

City of Spokane, WA
One (1) Pierce Enforcer 107' Ascendant Tiller AS1009
Build Location: Appleton, WI

| | | |
|---|---|---|
| Proposal Price | $2,364,276.00 | |
| Washington State sales tax @ 8.90% | | 210,420.56 |
| Washington State motor vehicle tax at 0.50% | | 11,821.38 |
| *Total Bid Price Including Sales Tax* | | *$2,586,517.94* |

**Terms:**

**Price Expiration:** The above pricing is valid until July 24, 2026.

**Future Changes:** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

**Component Price Volatility:** Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

**Delivery:** Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 44 to 49 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

**Payment Terms:** Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

**Credit Card Payments:** Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

**Change Orders:** Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

**Consortium Purchase:** The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Performance Bond:** A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$7,225.00** may be deducted from the purchase price.

**Transportation:** Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$11,000.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

**Inspection Trips: Two (2)** factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **$2,400.00** per traveler (per trip) will be deducted from the final invoice.

**Persistent Inflationary Environment:** If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (**"**PPI**"**) has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order (**"**Order Month**"**) and 14 months prior to the then predicted Ready For Pickup date (**"**Evaluation Month**"**), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

**Cancellation:** Cancellation requests after order submission may be subject to cancellation fees.

**Acceptance of Proposal:**

**a.** If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.

**b.** If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

**i.** Purchase order must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.

**ii.** Purchase order must reference **"One (1) Pierce Enforcer 107' Ascendant Tiller AS1009 dated 04/23/2026."**

**iii.** If a performance bond is elected, the purchase order must either include the **Persistent Inflationary Environment** language referenced above or attach a signed copy of the quote incorporating that language.

**iv.** If a performance bond is elected, the purchase order must either include the following language or attach a signed copy of the quote incorporating such language: "**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.**"

**v.** Purchase order must include the following language: **"Purchased utilizing HGACBuy Contract FS12-23."**

**vi.** Purchase orders must be signed and dated by authorized personnel.

---

By signing below you agree to purchase the above apparatus.

**Customer Signature:** _____

**Date:** _____

**PO # (if applicable):** _____

*Proudly serving you, while you serve your communities since 1987*

# PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of Spokane, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
   b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
   c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
   d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
   e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $2,586,517.94 ("Purchase Price"). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pricing for option changes that result in a deduction will be based on the option price at the time of order placement. Pricing for additions will be based on the pricing level at the time of the change request. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 44 to 49 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Spokane, WA. Risk of loss shall pass to Customer upon Delivery.

Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

| Company | Customer |
|---|---|
| Hughes Fire Equipment Inc. | City of Spokane |
| 910 Shelley Street | 808 W Spokane Falls Blvd |
| Springfield, Oregon 97477 | Spokane, Washington 99201 |

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened ligation that would impact its ability to fulfill the obligations committed herein.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

| **COMPANY: Hughes Fire Equipment Inc.** | **CUSTOMER: City of Spokane** |
|---|---|
| Name:_____ | Name:_____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Signature:_____ | Signature:_____ |

EXHIBIT A

**PURCHASE DETAIL FORM**
**Hughes Fire Equipment Inc.**

Date: _____

Customer Name: City of Spokane

| Quantity | Chassis / Body Type – Description | Price per Unit |
|---|---|---|
| One (1) | One (1) Pierce Enforcer 107' Ascendant Tiller AS1009 | $2,364,276.00 |
| Plus | Washington state sales tax @ 8.90% | 210,420.56 |
| Plus | Washington state motor vehicle tax 0.50% | 11,821.38 |
| | **TOTAL** | **$2,586,517.94** |

Warranty Period: Standard per HFE Proposal AS1009 submitted on April 23, 2026

Training Requirements: Standard per HFE Proposal AS1009 submitted on April 23, 2026

Other Matters: (a) A performance bond will be provided upon order placement. (b) Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. (c) Purchased utilizing HGAC contract no. FS12-23.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Final Payment, including any changes made during the manufacturing process, is due 30 days after the apparatus leaves the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2026 BETWEEN COMPANY AND CITY OF SPOKANE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

**WARRANTY**

STANDARD PER HFE PROPOSAL AS1009 SUBMITTED ON APRIL 23, 2026

EXHIBIT C

**COMPANY PROPOSAL**

STANDARD PER HFE PROPOSAL AS1009 SUBMITTED ON APRIL 23, 2026

**Taxes & Licenses Department**
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

## Business License Exemption Request Form

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

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

**Select the exemption(s) that apply:**

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

### CERTIFICATION OF BUSINESS ACTIVITIES

I, Rex Hughes hereby do certify to the City of Spokane that the business I represent, known as Hughes Fire Equipment, Inc. does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Signature

President
Title

Please route through staylor@hughesfire.com
email

541-747-0072
phone

910 Shelley Street
Address

Springfield, OR 97477
City, State, Zip

Date: 06/26/2025

UBI# 601326365
(Washington State, if available)

**For Internal Use only:** Approved: X Rejected- ☐

If rejected provide reason:

Reviewed By: Renee Robertson Date: 06-26-25

Rev May 2025

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

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 05/18/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/01/2026

| | |
|---|---|
| **Date Rec'd** | 5/13/2026 |
| **Clerk's File #** | OPR 2026-0158 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | HOUSING & HOMELESS SERVICES |
| **Contact Name/Phone** | PARADIS 509-625-6510 |
| **Contact E-Mail** | PPOURZANJANI@SPOKANECITY.ORG |
| **Agenda Item Type** | Contract Item |
| **Council Sponsor(s)** | SDIXIT ZZAPPONE |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** YES **Public Works?** NO |
| **Agenda Item Name** | CONTRACT AMENDMENT TO ADD FUNDS FOR COMPASSIONATE ADDICTION |

## Agenda Wording

Amendment to add an additional $286,722.50 of Commerce funds to support emergency shelter beds at CAT's Recovery Options Center scattered site for the full 18-month contract period.

## Summary (Background)

On October 6, 2025, HHS posted a Request for Proposals (RFP) to solicit applications for Scattered Site shelter operators for performance period 1/1/26 - 6/30/27 with $6,246,373 of funding available through a combination of state (Dept of Commerce Consolidated Homeless Grant) and local dollars. Of the applications received and reviewed, Compassionate Addiction Treatment (CAT) was one of three agencies recommended for the scattered site model, offering 24 beds for single adults. City Council approved the recommendation to fund these three agencies on 12/1/25 under RES 2025-0111. $573,445 was awarded to CAT under OPR 2026-0158, using State (CHG) and Local dollars (1590 Heart & HSG/General Fund). However, this amount is only enough to support shelter operations for 12 months, despite the contract term being 18 months. In March 2026, the Department of Commerce amended their contract with the City (OPR 2025-0528) to award an additional $5,190,207 in CHG Grant funds. Of this additional $5,190,207, $63,445 will be used to swap out the $63,445 of local (HSG/General fund) dollars originally awarded to support CAT's contract and an additional $286,722.50 will be allotted to CAT to support shelter operations for the full 18-month contract period ending 6/30/27. With this amendment, CAT's new total contract budget under OPR 2026-0158 will amount to $860,167.50 using the following funding sources: SFY2026 (1/1/26 - 6/30/26) - 6 months • CHG - EHF (SFY26): $60,000 • State DRF (SFY26): $34,318.50 • CHG - Standard: $92,404 • 1590 Heart Funds: $100,000 • TOTAL: $286,722.50 SFY2027 (7/1/26 - 6/30/27) - 12 months • CHG - EHF (SFY27): $350,000 • State DRF (SFY27): $99,625 • CHG - Standard: $123,820 • TOTAL: $573,445

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

These funds will be used to support households in their exit from unsheltered homelessness. The funds will be used to serve households in need of emergency shelter.

**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?**

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

All projects are expected to follow the CoC's Five Year Plan to Prevent and End Homelessness.

**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 contract aligns with the H.O.M.E. Starts Here Initiative and the CoC's Five Year Plan to Prevent and End Homelessness.

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 286,722.50 |
| Current Year Cost | $ 63,277.50 |
| Subsequent Year(s) Cost | $ 223,445.00 |

## Narrative

Of the $286,722.50 in additional funding awarded to CAT, $63,277.50 in CHG Standard & State DRF/HHAA will be allotted to SFY2026 budget ending 6/30/26 and $223,445 in CHG Standard and State DRF/HHAA will be allotted to the SFY2027 budget 7/1/26-6/30/27

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 152,779.00 | # 1540-95571-65410-54201-99999 |
| Expense | $ 133,943.50 | # 1540-95662-65410-54201-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Grant |

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

Commerce – CHG Standard & State DRF/HHAA SFY2026 & SFY2027

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

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

$5,190,207.00 in additional funding was awarded to the City from Commerce to support homeless services projects, of which $286,722.50 will be used to fund CAT's emergency shelter operations at their Recovery Options Center through 6/30/27.

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | ANDERSON, ARIELLE M. | ACCOUNTING - | BROWN, SKYLER |
| Division Director | KINDER, DAWN | | |
| Accounting Manager | BROWN, SKYLER | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| | chhscontracts@spokanecity.org |
| chhsaccounting@spokanecity.org | ppourzanjani@spokanecity.org |
| dnroman@spokanecity.org | |
| | |
| | |

CITY CLERKS NUMBER OPR 2026-0158
AMENDMENT A

| | |
|---|---|
| **1. SUBRECIPIENT**<br>COMPASSIONATE ADDICTION TREATMENT<br>960 E 3RD AVE<br>SPOKANE, WA 99202 | **2. SUBRECIPIENT DOING BUSINESS AS**<br>CAT SPOKANE<br>960 E 3RD AVE<br>SPOKANE, WA 99202 |
| **3. SUBRECIPIENT PROGRAM REPRESENTATIVE**<br>JOSHUA LEACH<br>960 E 3RD AVE<br>SPOKANE, WA 99202<br>(509)724-7461<br>JOSHUA.LEACH@CATSPOKANE.ORG | **4. CITY PROGRAM REPRESENTATIVE**<br>PARADIS POURZANJANI, PROGRAM PROFESSIONAL<br>808 W SPOKANE FALLS BLVD<br>SPOKANE, WA 99201<br>(509)625-6510<br>PPOURZANJANI@SPOKANECITY.ORG |
| **5. SUBRECIPIENT SIGNATORY**<br>SANDY MUNCK<br>960 E 3RD AVE<br>SPOKANE, WA 99202<br>(509)904-3152<br>SANDY@CATSPOKANE.ORG | **6. CITY SIGNATORY**<br>ALEXANDER SCOTT, CITY ADMINISTRATOR<br>808 W SPOKANE FALLS BLVD<br>SPOKANE, WA 99201<br>(509)625-6774<br>ASCOTT@SPOKANECITY.ORG |

| | | | |
|---|---|---|---|
| **7. CONTRACT AMOUNT**<br>SFY 26: $286,722.50<br>SFY 27: $573,445.00<br>TOTAL: $860,167.50 | **9. FUNDING SOURCE**<br>☐ FEDERAL<br>☒ STATE<br>☒ LOCAL/OTHER<br>☐ N/A | **10. START DATE**<br>SFY 26: 01/01/26<br>SFY 27: 07/01/26 | **11. END DATE**<br>SFY 26: 06/30/26<br>SFY 27: 06/30/27 |
| **8. AMENDMENT AMOUNT**<br>SFY 26: $63,277.50<br>SFY 27: $573,445.00 | | | |

| | | | |
|---|---|---|---|
| **12a. STATE AGENCY**<br>WASHINGTON STATE DEPARTMENT OF COMMERCE | | **13a. STATE PROGRAM**<br>CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING | |
| **14a. STATE AWARD NUMBER**<br>26-46108-30 | **15a. STATE FUNDS**<br>SFY 26: $60,000.00<br>SFY 27: $350,000.00 | **16a. TOTAL STATE AWARD**<br>SFY 26: $ 4,021,133.00<br>SFY 27: $ 4,021,133.00 | **17a. STATE AWARD DATE**<br>07/01/25 |
| **12b. STATE AGENCY**<br>WASHINGTON STATE DEPARTMENT OF COMMERCE | | **13b. STATE PROGRAM**<br>CONSOLIDATED HOMELESS GRANT – STANDARD | |
| **14a. STATE AWARD NUMBER**<br>26-46108-30 | **15a. STATE FUNDS**<br>SFY 26: $92,404.00<br>SFY 27: $123,820.00 | **16a. TOTAL STATE AWARD**<br>SFY 26/SFY 27: $1,754,783 | **17a. STATE AWARD DATE**<br>07/01/25 |
| **12c. STATE AGENCY**<br>WASHINGTON STATE DEPARTMENT OF COMMERCE | | **13c. STATE PROGRAM**<br>DOCUMENT RECORDING FEE | |
| **14c. STATE AWARD NUMBER**<br>26-46108-30 | **15a. STATE FUNDS**<br>SFY 26: $34,318.50<br>SFY 27: $99,625.00 | **16a. TOTAL STATE AWARD**<br>SFY 26: $4,874,358.00<br>SFY 27: $4,752,606.00 | **17a. STATE AWARD DATE**<br>07/01/25 |
| **12d. LOCAL AGENCY**<br>CITY OF SPOKANE | | **13d. LOCAL PROGRAM**<br>HEART FUND (1590) | **15d. LOCAL FUNDS**<br>$100,000.00 |

| | | |
|---|---|---|
| **16. ALN #**<br>N/A | **17. RESEARCH & DEVELOPMENT?**<br>☐YES ☐NO ☒N/A | **18. INDIRECT COST RATE**<br>DE MINIMIS – 15% |

| 21. EIN # | 22. UEI # | 23. UBI # | 24. FMS VENDOR # | 25. PROJECT ID # |
|---|---|---|---|---|
| 83-4425311 | KREAHR5CVLK3 | 604-443-325 | 049095 | NBRLY ID: 44615 |

**26. CONTRACT PURPOSE**

ADDITIONAL FUNDING AND FUNDING SOURCE REVISION FOR THE SCATTERED SITE EMERGENCY SHELTER PROJECT

CITY and the SUBRECIPIENT, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT.

City Clerk's No. OPR 2026-0158

# CITY OF SPOKANE

## CONTRACT AMENDMENT A

**Title: SCATTERED SITE SHELTER (RECOVERY OPTIONS CENTER)**

THIS CONTRACT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **COMPASSIONATE ADDICTION TREATMENT** doing business as **CAT SPOKANE** whose address is 960 E 3RD AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

*WHEREAS, for purposes of this AMENDMENT, deleted contract language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.*

*WHEREAS, the PARTIES desire to shift funds from Human Services Grant (HSG) funds to Consolidated Homeless Grant (CHG) funds in order to facilitate timely expenditure of awarded funds within the applicable grant period; and*

*WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Scattered Site Emergency Shelter operations through June 30, 2027, and the CITY therefore seeks to allocate additional to the existing contract to ensure the continued delivery of services through the end of the contract term; and*

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

1. CONTRACT DOCUMENTS.
   The original CONTRACT, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
   This CONTRACT AMENDMENT shall become effective on January 1, 2026.

3. AMENDMENT.
   The PARTIES agree to amend the Contract Face Sheet to reflect the revised funding sources and associated funding allocation. All references to funding sources in the Contract Face Sheet shall be updated accordingly and incorporated into this Amendment.

4. AMENDMENT.
   SECTION 3.1: COMPENSATION & BUDGET.

   The total amount CITY shall pay SUBRECIPIENT for Year 1 is increased by **SIXTY-THREE**

**THOUSAND TWO HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS ($63,277.50)** and Year 2) is increased by **TWO HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($223,445.00)** which equates to a new total CONTRACT amount not to exceed **EIGHT HUNDRED SIXTY THOUSAND ONE HUNDRED SIXTY-SEVEN AND 50/100 DOLLARS ($860,167.50)** for everything furnished and done under the original CONTRACT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original CONTRACT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original CONTRACT and this AMENDMENT document.

| YEAR 1 BUDGET | |
|---|---|
| FACILITY SUPPORT | $83,227.19 |
| OPERATIONS | $163,261.39 |
| ADMINISTRATION | $40,233.92 |
| TOTAL | $286,722.50 |

| YEAR 2 BUDGET | |
|---|---|
| FACILITY SUPPORT | $159,099.96 |
| OPERATIONS | $360,242.39 |
| ADMINISTRATION | $54.102.65 |
| TOTAL | $573,445.00 |

THIS SECTION

INTENTIONALLY

LEFT BLANK

**SUBRECIPIENT**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

**CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 05/18/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/13/2026 | | |
| **Clerk's File #** | OPR 2026-0482 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | GRANTS MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | COLE WICKER X6822 | **Requisition #** | |
| **Contact E-Mail** | WWICKER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | ZZAPPONE BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | ACCEPTANCE OF FIFA WORLD CUP FEDERAL PASSTHROUGH GRANT | | |

## Agenda Wording

Requesting permission to accept the FIFA World Cup Federal passthrough grant funds.

## Summary (Background)

The FIFA Award includes federal and state dollars totaling $1,153,317. The total federal award within this grant acceptance includes $1,052,900. $54,770 will be subawarded to Spokane Sports, a partner in the grant application. This grant supports counterterrorism and public safety efforts ahead of the 2026 FIFA World Cup. This acceptance accounts for the federal portion of the award.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ $1,153,317 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

Includes an allocation of $1,052,900.00 in federal award dollars. Includes: $484,550-salaries and benefits-SFD/SPD; $249,270-equipment charges; $18,000-private security funds; $37,591-grant administration; and $263,489-indirect costs.

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 92361 | # 1330-93552-99999-3xxxx-99999 |
| Expense | $ 92361 | # 1330-93552-14230-5xxxx-99999 |
| Revenue | $ 347519 | # 1440-93552-99999-3xxxx-99999 |
| Expense | $ 347519 | # 1440-93552-22200-5xxxx-99999 |
| Revenue | $ 613020 | # 1620-93552-99999-3xxxx-99999 |
| Expense | $ 613020 | # 1620-93553-21250-5xxxx-99999 |

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

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

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | BROWN, SKYLER | ACCOUNTING - | BROWN, SKYLER |
| Division Director | STRATTON, JESSICA | | |
| Accounting Manager | DUFFEY, ANDREW | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| sbrown@spokanecity.org | wwicker@spokanecity.org |
| cstanton@spokanecity.org | jstratton@spokanecity.org |
| | |
| | |
| | |

# AGREEMENT FACE SHEET

*FY 2026 FIFA World Cup Grant Program (FY 2026 FWCGP)*

| | | |
|---|---|---|
| **1. Subrecipient Name and Address:**<br>City of Spokane<br>808 W Spokane Falls Blvd<br>Spokane, WA 99201 | **2. Grant Agreement Amount:**<br>1,052,900.00 | **3. Grant Agreement Number:**<br>FWCGP-6 |
| **4. Subrecipient Contact, phone/email:**<br>Cole Wicker<br>509-625-6822<br>wwicker@spokanecity.org | **5. Grant Agreement Start Date:**<br>**July 4, 2025** | **6. Grant Agreement End Date:**<br>**August 31, 2026** |
| **7. Organization Contact, phone/email:**<br>Casey Broom, 360-202-3001, caseyb@sea2026.org | **8. Unique Entity Identifier (UEI) :**<br>PDNCLY8MYJN3 | **9. UBI (state revenue):**<br>XXXXXXXXX |
| **10. Funding Authority:**<br>**Washington Military Department** (the Department) and the **U.S. Department of Homeland Security** (DHS) | | |
| **11. Federal Funding ID #:**<br>EMW-2026-WC-05005 | **12. Federal Award Date:**<br>03/18/2026 | **13. Assistance Listings & Title:**<br>**97.160 - FY 2026 FWCGP** |
| **14. Total Federal Award Amount:**<br>**$32,252,845** | **15. Contract Type (check all that apply):**<br>☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency | **16. Subrecipient Type (check all that apply):**<br>☐ Private Organization/Individual<br>☐ For-Profit ☒ Public Organization/Jurisdiction<br>☐ non-profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER |

**17. PURPOSE & DESCRIPTION:**

The objective of the Federal Fiscal Year (FFY) 2026 FIFA World Cup (FY 2026 FWCGP) grant program is to provide targeted funding to enhance security and preparedness for the 2026 FIFA World Cup events hosted in the United States. It will provide Federal resources to help Host Cities in implementing the necessary security measures and strengthen capabilities required for this series of high-risk events. FWC grant funds will enhance the ability of local law enforcement, emergency responders, and public safety officials to prepare for, protect against, and respond to threats and emergencies during the World Cup matches.

The Organization is a sub-recipient and Pass-through Entity of the FY 2026 FWCGPC Award Letter for Grant No. **EMW-2026-W-05005** ("the Grant"), which is incorporated in and attached hereto as Attachment C, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Organization for use of Federal award funds provided under this Agreement.

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**IN WITNESS WHEREOF**, the Organization and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter **EMW-026-W-05005** (Attachment C); Work Plan, (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G), and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency among the provisions of the above-described Attachments, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. DHS/FEMA Award and program documents
3. Work Plan, Timeline, and Budget
4. Special Terms and Conditions
5. General Terms and Conditions
6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties have executed this Agreement on the day, and year last specified below.

| **FOR THE ORGANIZATION:** | **FOR THE SUBRECIPIENT:** |
|---|---|
| _____<br>*Signature* *Date*<br>**Ann Kawasaki Romero**<br>**Chief Operating Officer**<br><br>SeattleFWC26<br><br>**BOILERPLATE APPROVED TO FORM:**<br>5/08/2026 | _____<br>*Signature* *Date*<br>**[Signatory, Position]**<br>**[Organization/Agency]**<br><br>**APPROVED AS TO FORM (if applicable):**<br>_____<br>*Signature* *Date* |

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# ATTACHMENT A

# SPECIAL TERMS AND CONDITIONS

*FY 2026 FIFA World Cup Grant Program*

## ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution for key personnel by either party shall be made by written notification to the current key personnel.

| | SUBRECIPIENT | | ORGANIZATION |
|---|---|---|---|
| **Name** | Cole Wicker | **Name** | Casey Broom |
| Title | Grant Writer | Title | VP, Security |
| Email | wwicker@spokanecity.org | Email | Caseyb@sea2026.org |
| Phone | 509-625-6822 | Phone | 360-202-3001 |
| **Name** | Skyler Brown | **Name** | George Dugdale |
| Title | Director of Grants Management | Title | SVP Business Operations |
| Email | sbrown@spokanecity.org | Email | georged@sea2026.org |
| Phone | 509-625-6294 | Phone | 206-390-2012 |

## ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the FY 2026 FWCGP grant program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2026 FIFA World Cup Grant Program" (hereafter "the NOFO"), the Preparedness Grants Manual FM 207-23-0001 August 2025 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Organization, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds.

### A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS

The following requirements apply to all DHS/FEMA Preparedness Grants.

### 1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of FY 2026 FWCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of FY 2026 FWCGP funds, including, but not limited to, those contained in 2 CFR 200.

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ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the FY 2026 FWCGP grant program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Organization for ensuring that all FY 2026 FWCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in this Agreement.

iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Organization in writing upon discovery.

## 2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation, as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies): (A) More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency; (B) Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of fifteen percent (15%) of modified total direct costs or choose to negotiate a higher rate with the Organization.

iii. Indirect costs must be expressly identified in the Budget using a single, consistent methodology and shall not be adjusted or modified without prior written approval from the Organization.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. All international travel requires prior FEMA approval.

e. Reimbursement requests will include a properly completed Reimbursement Spreadsheet detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to FWCGP@sea2026.org no later than the due dates listed within the Timeline (Attachment E).

f. Receipts and/or backup documentation for any approved items must be maintained by the Subrecipient consistent with record retention requirements and be made available upon request.

g. The Subrecipient must request prior written approval from Organization Key Personnel to waive or extend a due date in the Timeline (Attachment E).

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted before the date notated in the Timeline (Attachment E).

i. All costs for equipment and supplies must be incurred, and items received before the Grant Agreement End Date.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests will prohibit the Subrecipient from being reimbursed until such reports are submitted and reviewed.

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k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements.

l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals to exceed ten percent (10%) of the Grant Agreement Amount.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds.

## 3. REPORTING REQUIREMENTS

a. With each reimbursement request, the Subrecipient shall report how the expenditures relate to the Work Plan (Attachment D) activities in the format provided by the Organization.

b. With the final reimbursement request, the Subrecipient shall submit a final report to FWCGP@sea2026.org describing all completed activities under this Agreement.

c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended and complete and return to the Organization an Audit Certification/FFATA Form.

## 4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any subrecipient to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement.

b. All equipment and supplies purchased through this Agreement will be recorded and maintained in the Subrecipient's inventory system. Inventory records shall include: description, serial/model number, Federal Award Identification Number (FAIN), Assistance Listings Number, title holder, acquisition date, cost and federal participation percentage, location/use/condition, and disposition data.

c. The Subrecipient shall take a physical inventory of equipment and reconcile with property records at least once every two years.

d. Records for equipment shall be retained for a period of six (6) years from the date of the disposition, replacement, or transfer.

e. Effective August 13, 2020, FEMA recipients and subrecipients may not obligate or expend any FEMA award funds to procure equipment, systems, or services that use covered telecommunications equipment or services as defined in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018). Covered entities include Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any subsidiary or affiliate of such entities.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic.

b. Projects that have historical impacts or the potential to impact the natural or built environment must participate in the DHS/FEMA EHP review process prior to project initiation. The EHP review process must be completed, and FEMA approval must be received by the Subrecipient before any work is started for which reimbursement will be later requested.

## 6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327.

a. For all contracts expected to exceed the simplified acquisition threshold, the Subrecipient must notify the Organization. The Organization may request pre-procurement documents such as requests for proposals, invitations for bids, and independent cost estimates.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Organization

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c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021), requiring that infrastructure projects use iron, steel, and manufactured products produced in the United States. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

## 7. SUBRECIPIENT MONITORING

a. The Organization will monitor the activities of the Subrecipient from award to closeout. The goal of the Organizations monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. Monitoring activities may include but are not limited to: review of financial and performance reports; monitoring and documenting completion of Agreement deliverables; documentation of phone calls, meetings, emails and correspondence; review of reimbursement requests; observation of Agreement-related activities such as exercises, training, events, and equipment demonstrations; and on-site visits to review equipment records and inventories.

## 8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services. The analysis should consider: the number or proportion of LEP individuals eligible to be served; the frequency with which LEP individuals come in contact with the program; the nature and importance of the program to people's lives; and the resources available to the program and costs.

## B. FWC SPECIFIC REQUIREMENTS

The objectives of the FWC are to enhance security and preparedness for the 2026 FIFA World Cup events in the United States.

1. The Subrecipient shall use the federal funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.

2. Funding may not be used to replace or supplant non-federal funding of emergency management programs.

3. The Subrecipient shall report on the following performance measures and targets per the NOFO:

- Number of FWCGP-funded operational overtime hours tracked and reported by the recipient in support of security and public safety operations for FIFA World Cup-related planning and event execution.
- Number of DHS/FEMA-sponsored and approved Training Sessions completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
- Number of Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Exercises completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
- Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs.
- The number of security incidents successfully managed or mitigated during the World Cup events.
- Collect feedback from international visitors, FIFA officials, and local stakeholders on the overall security and preparedness of the events.

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## C. DHS TERMS AND CONDITIONS

As a Subrecipient of FY 2026 FWCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

# ATTACHMENT B

# GENERAL TERMS AND CONDITIONS

*SeattleFWC26 | DHS/FEMA Grants*

*Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)*

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## 1. DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "Agreement" means this Grant Agreement.

b. "Organization" means SeattleFWC26, a private not for profit organization that serves as the Local Organizing Committee hosting and staging the FIFA World Cup 2026 games in Seattle, Washington, or any of the officers or other officials lawfully representing that Organization. The Organization is a sub-recipient of a federal award from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

d. "Subrecipient" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Organization.

## 2. ADVANCE PAYMENTS PROHIBITED

The Organization shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Organization in advance of delivery and invoicing of such goods or services.

## 3. AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Organization may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Organization and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Organization to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

## 4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Except as provided herein, the Subrecipient must comply with the ADA (Public Law 101-336, 42 U.S.C. 12101 et seq., 28 CFR Part 35), which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

## 5. ASSURANCES

The Organization and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency.

## 7. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract or the making of any federal grant; (2) if any funds other than federal appropriated funds have been paid to any person for influencing activities, the Subrecipient will complete and submit Standard Form-LLL; and (3) the Subrecipient will require the language of this certification be included in the award documents for all subawards at all tiers.

## 8. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Organization is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws, Energy Policy and Conservation Act, the ADA, Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Ethics in Public Service (RCW 42.52), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), and safety and health regulations.

## 9. CONFLICT OF INTEREST

No officer or employee of the Organization; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

## 10. CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors in accordance with 2 CFR Part 200.318 through 200.327.

All contracts entered into by the Subrecipient must include the following provisions, as applicable: administrative/contractual/legal remedies for contracts over the simplified acquisition threshold ($250,000); termination for cause and for convenience for contracts in excess of $10,000; Equal Employment Opportunity; Davis-Bacon Act compliance where required; Contract Work Hours and Safety Standards Act compliance; Rights to Inventions; Clean Air Act and Federal Water Pollution Control Act compliance for amounts over $150,000; Debarment and Suspension; Byrd Anti-Lobbying Amendment; Procurement of recovered materials; access to records; retention of required records for six years; and energy efficiency standards.

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b. The Organization reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with 2 CFR Part 200.317 through 200.327.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

## 11. DISCLOSURE

The use or disclosure by any party of any information concerning the Organization for any purpose not directly connected with the administration of the Organization's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Organization or as required to comply with the state Public Records Act, other law or court order.

## 12. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation over a 30-day period, either party may request a dispute resolution board to resolve the dispute. The board shall consist of a representative appointed by the Organization, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties. The laws of the state of Washington and all applicable federal laws shall apply to all disputes hereunder. The venue to resolve all such disputes shall be Seattle, Washington.

## 13. LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Organization, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

44 CFR 206.9 Non-liability: The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

## 14. LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Organization's Authorized Signature representative and the Authorized Signature representative of the Subrecipient shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

## 15. LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Organization may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

## 16. NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

## 17. NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. The Subrecipient shall not discriminate against any employee or

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applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap.

## 18. NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

## 19. OCCUPATIONAL SAFETY/HEALTH ACT AND WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement.

## 20. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Organization makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project.

## 21. POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

## 22. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement.

## 23. PUBLICITY

The Subrecipient agrees to submit to the Organization prior to issuance all advertising and publicity matters relating to this Agreement wherein the Organization's name is mentioned or implied. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

## 24. RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Organization reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

## 25. RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments.

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Organization or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law.

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c. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement.

## 26. RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Organization undertakes to assist the Subrecipient with the project/statement of work/work plan by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The responsibility for the design, development, construction, implementation, operation and maintenance of the project is solely that of the Subrecipient.

## 27. SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision.

## 28. SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Subrecipients of a federal award that expend $1,000,000 or more in one fiscal year of federal funds from all sources are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Subrecipients that spend less than $1,000,000 a year in federal awards are exempt from federal audit requirements for that year. After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Organization no later than the earlier of within 30 calendar days of receiving the auditor's report of nine (9) months after the end of the Subrecipient's fiscal year(s), addressed to: Contracts Office, Washington Military Department, Finance Division, Building #1 TA-20, Camp Murray, WA 98430-5032, or Contracts.Office@mil.wa.gov.

## 29. SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Organization in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Organization or of the state of Washington by reason hereof.

## 30. TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

## 31. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Organization Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Organization, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient.

## 32. TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Organization may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds. The Organization will email the Subrecipient ten (10) business days prior to termination.

## 33. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Organization, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition, is in violation of

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any laws or regulations, or has violated any of the covenants, agreements or stipulations of this Agreement, the Organization has the right to immediately suspend or terminate this Agreement in whole or in part.

## 34. TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Organization terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement, the Organization may require the Subrecipient to deliver to the Organization any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the Organization in writing, the Subrecipient shall: stop work under the Agreement; place no further orders or contracts for materials or services; assign rights to the Organization; settle all outstanding liabilities; transfer title to the Organization; complete performance of such part of the work not terminated; and take action for the protection and preservation of the property related to this Agreement.

## 35. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with Chapter 39.19 RCW, the state of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Voluntary numerical MWBE participation goals have been established: Minority Business Enterprises (MBE's): 10% and Women's Business Enterprises (WBE's): 6%.

## 36. VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington and all applicable federal laws. Except as provided otherwise herein, venue for any dispute between the parties arising out of this Agreement shall be in King County, Washington.

## 37. WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Organization in writing. The Organization's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof shall not constitute a waiver of any right under this Agreement.

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# ATTACHMENT C

# DHS AWARD LETTER

*Award Number: EMW-2026-WC-05005*

The DHS Award Letter for Grant No. EMW-2026-WC-05005 is incorporated herein by reference. This award consists of funding in the amount of $32,252,845.00 to the SeattleFWC26 as Recipient and Pass-through Entity for the FY 2026 FIFA World Cup Grant Program.

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## Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 03/18/2026

Kathryn Zetzer
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES CAMP MURRAY, WA 98430

EMW-2026-WC-05005

Dear Kathryn Zetzer,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the FIFA World Cup Grant Program, has been approved in the amount of $32,252,845.00 in Federal funding. This award of federal assistance is executed as a Grant.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FIFA World Cup Grant Program (FWCGP) Notice of Funding Opportunity The Preparedness
- Grant Manual (PGM)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

David Gudinas
Deputy Assistant Administrator (Acting)

Grant Programs Directorate | Resilience

# Award Summary

**Program:** Fiscal Year 2026 FIFA World Cup Grant Program
**Recipient:** MILITARY DEPARTMENT, WASHINGTON STATE
**UEI-EFT:** D2EJRGZ2PLG8 **Award number:** EMW-2026-WC-05005

## Summary description of award

In 2026, the United States, Canada, and Mexico will host the 2026 World Cup. This event will be hosted across 11 cities in the United States with 78 U.S.-based matches making up an extensive series of highrisk events. The FIFA World Cup Grant Program (FWCGP) makes funds available to host cities through governor-designated State Administrative Agencies (SAA), to carry out the extensive security activities required to protect players, staff, attendees, venues, and critical infrastructure across the host cities strengthening them against potential terrorist attacks.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

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| Object Class | Total |
|---|---|
| Personnel | $0.00 |
| Fringe benefits | $0.00 |
| Travel | $0.00 |
| Equipment | $0.00 |
| Supplies | $0.00 |
| Contractual | $0.00 |
| Construction | $0.00 |
| Other | $32,252,845.00 |
| Indirect charges | $0.00 |
| Federal | $32,252,845.00 |
| Non-federal | $0.00 |
| Total | $32,252,845.00 |
| Program Income | $0.00 |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2026 FWCGP NOFO.

**Approved request details:**

## Investment

**Developing and enhancing plans and protocols**

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DESCRIPTION

Planning: Funds will support a multi-agency effort to develop, refine, and exercise jurisdictional Concepts of Operations (CONOPS) and venue specific security plans for Seattle's six 2026 FIFA World Cup matches and associated fan activities. The planning and executive steering committees will continue to convene to guide work, resolve cross cutting issues, and conduct final reviews of all major planning documents. Jurisdictional CONOPS and venue specific security plans will be finalized, approved, and tested through exercises to ensure they are operationally sound and to surface any residual gaps requiring adjustments to plans, staffing, or mutual aid arrangements. Together, these completed and planned activities demonstrate why advance planning is essential and how the region is systematically building the plans, protocols, and assessments needed to deliver a safe and secure World Cup.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $1,838,174.00 | $1,838,174.00 |

BUDGET CLASS

Other

## Operational support

DESCRIPTION

Organization: Funds will be used for operational overtime for law enforcement and emergency responders, overtime and backfill for EOC/ICP/JIC/Fusion Center staff, EMAC/PNEMA mutual aid deployments, and staffing to sustain multi agency governance and coordination structures tied to World Cup operations.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $22,192,382.00 | $22,192,382.00 |

BUDGET CLASS

Other

## Other Authorized Equipment

DESCRIPTION

Equipment: Planned and completed activities for allowable equipment focus on hardening tournament venues, supporting safe crowd movement, and enabling rapid response to emergencies, with equipment deployed during defined World Cup operational periods. Based on venue assessments and security planning, the jurisdiction is identifying specific equipment and resource requirements needed to ensure safe and secure tournament events at stadiums, fan activations, practice facilities, base camps, hotels, and key transportation nodes.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $6,309,647.00 | $6,309,647.00 |

BUDGET CLASS

Other

## Training workshops and conferences

DESCRIPTION

Training: Funds will support a mix of DHS/FEMA sponsored courses, specialized summits and conferences, and World Cup–focused workshops that build the knowledge, skills, and partnerships needed to prepare for, protect against, and respond to threats and emergencies during tournament operations. Training activities will target law enforcement, fire/EMS, emergency management, public health, transportation, and venue security personnel who will play direct operational and planning roles for World Cup events.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $150,000.00 | $150,000.00 |

BUDGET CLASS

Other

## Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements

## Design, Develop, Conduct, and Evaluate an Exercise

DESCRIPTION

Exercise: Activities will test and strengthen mass casualty, stadium, and transportation response plans that support World Cup operations, using allowable exercise costs to ensure each exercise is fully designed, conducted, and evaluated in a standardized way. All exercises will be managed as Homeland Security Exercise and Evaluation Program (HSEEP)–compliant activities to produce actionable after-action reports and improvement plan that directly inform updates to plans, procedures, and training priorities. FWCGP funds will provide flexibility to support additional HSEEP compliant exercises that are identified through ongoing planning and operational needs, provided they align with FWCGP NOFO requirements.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $150,000.00 | $150,000.00 |

BUDGET CLASS

Other

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## Agreement Articles

**Program:** Fiscal Year 2026 FIFA World Cup Grant Program
**Recipient:** MILITARY DEPARTMENT, WASHINGTON STATE
**UEI-EFT:** D2EJRGZ2PLG8 **Award number:** EMW-2026-WC-05005

# Table of contents

**Article Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications 1**
**Article General Acknowledgements and Assurances 2**
**Article Acknowledgement of Federal Funding from DHS 3**
**Article Activities Conducted Abroad 4**
**Article Age Discrimination Act of 1975 5**
**Article Americans with Disabilities Act of 1990 6**
**Article Best Practices for Collection and Use of Personally Identifiable Information 7**
**Article CHIPS and Science Act of 2022, Public Law 117-167 CHIPS 8**
**Article Civil Rights Act of 1964 – Title VI 9**
**Article Civil Rights Act of 1968 10**
**Article Communication and Cooperation with the Department of Homeland Security and Immigration Officials 11**
**Article Copyright 12**
**Article Debarment and Suspension 13**
**Article Drug-Free Workplace Regulations 14**
**Article Duplicative Costs 15**
**Article Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX 16**
**Article Energy Policy and Conservation Act 17**
**Article Equal Treatment of Faith-Based Organizations 18**
**Article Anti-Discrimination 19**
**Article False Claims Act and Program Fraud Civil Remedies 20**
**Article Federal Debt Status 21**
**Article Federal Leadership on Reducing Text Messaging while Driving 22**
**Article Fly America Act of 1974 23**
**Article Hotel and Motel Fire Safety Act of 1990 24**
**Article John S. McCain National Defense Authorization Act of Fiscal Year 2019 25**
**Article Limited English Proficiency (Civil Rights Act of 1964, Title VI) 26**
**Article Lobbying Prohibitions 27**

DRAFT

**Article National Environmental Policy Act**

**28**
**Article National Security Presidential Memorandum-33 (NSPM-33) and provisions of the**
**29 CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**
**Article Non-Supplanting Requirement**
**30**
**Article Notice of Funding Opportunity Requirements**
**31**
**Article Patents and Intellectual Property Rights**
**32**
**Article Presidential Executive Orders**
**33**
**Article Procurement of Recovered Materials**
**34**
**Article Rehabilitation Act of 1973**
**35**
**Article Reporting Recipient Integrity and Performance Matters**
**36**
**Article Reporting Subawards and Executive Compensation 37**
**Article Required Use of American Iron, Steel, Manufactured Products, and Construction**
**38 Materials**
**Article SAFECOM**
**39**
**Article Subrecipient Monitoring and Management**
**40**
**Article System for Award Management and Unique Entity Identifier Requirements 41**
**Article Termination of a Federal Award**
**42**
**Article Terrorist Financing**
**43**
**Article Trafficking Victims Protection Act of 2000(TVPA)**
**44**
**Article Uniting and Strengthening America by Providing Appropriate Tools Required to**
**45 Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56**
**Article Use of DHS Seal, Logo and Flags**
**46**
**Article Whistleblower Protection Act**
**47**
**Article Environmental Planning and Historic Preservation (EHP) Review 48**
**Article Applicability of DHS Standard Terms and Conditions to Tribal Nations 49**
**Article Acceptance of Post Award Changes**
**50**
**Article Disposition of Equipment Acquired Under the Federal Award 51**
**Article Prior Approval for Modification of Approved Budget 52**
**Article Indirect Cost Rate**
**53**
**Article Build America, Buy America Act (BABAA) Required Contract Provision & Self54 Certification**

DRAFT

**Article Summary Description of Award 55**
**Article Non-Applicability of Specific Agreement Articles 56**
**Article Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of 57 Santa Clara, et al. v. Noem, et al.**
**Article Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of 58 Chicago et al. v. Noem, et al.**
**Article Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle 59 v. Trump, et al.**
**Article Expedited Review of Amendments 60**
**Article Reducing Pass-Through Time**
**61**
**Article Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS) 62**
**Article Award Compliance Hold 63**

DRAFT

**Article 1**

**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances.

Applicants are required to fill out the assurances, as instructed.

**Article 2**

**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipientsdhs-financial-assistance.

**Article 3**

**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

**Article 4**

**Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

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**Article 5** **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article 6**

**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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**Article 7** **Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked
or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

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**Article 8**

**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a)
Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the
administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

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**Article 9** **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency
(FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

**Article 10**

**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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**Article 11** **Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

**Article 12**

**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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| **Article 13** | **Debarment and Suspension**<br>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. |
| **Article 14** | **Drug-Free Workplace Regulations**<br>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106). |
| **Article 15** | **Duplicative Costs**<br>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions. |
| **Article 16** | **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**<br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19. |
| **Article 17** | **Energy Policy and Conservation Act**<br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act. |

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**Article 18**

**Equal Treatment of Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 19**

**Anti-Discrimination**

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

**Article 20**

**False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

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| **Article 21** | **Federal Debt Status**<br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129. |

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| **Article 22** | **Federal Leadership on Reducing Text Messaging while Driving**<br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513. |
| **Article 23** | **Fly America Act of 1974**<br>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List \| US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificatedaircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. |
| **Article 24** | **Hotel and Motel Fire Safety Act of 1990**<br>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a. |
| **Article 25** | **John S. McCain National Defense Authorization Act of Fiscal Year 2019**<br>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. |

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**Article 26** **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:
https://www.dhs.gov/guidance-published-help- department-supportedorganizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

**Article 27**

**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**Article 28**

**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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**Article 29**

**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support
"in excess of $50 million per year."

**Article 30**

**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**Article 31**

**Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**Article 32**

**Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**Article 33**

**Presidential Executive Orders**

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

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| **Article 34** | **Procurement of Recovered Materials**<br>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. |
| **Article 35** | **Rehabilitation Act of 1973**<br>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. |
| **Article 36** | **Reporting Recipient Integrity and Performance Matters**<br>If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference. |
| **Article 37** | **Reporting Subawards and Executive Compensation**<br>For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference. |

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**Article 38**

**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**
(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

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| **Article 39** | **SAFECOM**<br>Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM<br>Guidance is updated annually and can be found at Funding and Sustainment \| CISA. |

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| **Article 40** | **Subrecipient Monitoring and Management**<br>Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333. |
| **Article 41** | **System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the<br>governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference. |
| **Article 42** | **Termination of a Federal Award**<br>(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated. |
| **Article 43** | **Terrorist Financing**<br>Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws. |

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| **Article 44** | **Trafficking Victims Protection Act of 2000(TVPA)**<br>Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference. |
| **Article 45** | **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 10756**<br>Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c. |

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| **Article 46** | **Use of DHS Seal, Logo and Flags**<br>Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. |
| **Article 47** | **Whistleblower Protection Act**<br>Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712. |

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**Article 48** **Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the

National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

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**Article 49**

**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and
Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

**Article 50**

**Acceptance of Post Award Changes**
In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

**Article 51**

**Disposition of Equipment Acquired Under the Federal Award**
When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from
FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

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**Article 52** **Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 53**

**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 54**

**Build America, Buy America Act (BABAA) Required Contract Provision & SelfCertification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2
C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

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**Article 55**

**Summary Description of Award**

The purpose of the FY 2026 FWCGP is to enhance security and preparedness for the 2026 FIFA World Cup events in the United States. This standalone grant program supports the safe execution of the largest sporting event in history, co-hosted with Canada and Mexico, which is expected to attract over five million international visitors and generate tens of billions of dollars in economic activity across 11 U.S. host cities over 38 days. The program addresses significant security challenges, with all 78 U.S.based matches designated as Special Event Assessment Rating (SEAR) I and II events, building on historical federal support for major events like the Olympics. This FWCGP award consists of funding in the amount of $32,252,845.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

**Article 56** **Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination. 3. Termination of a Federal Award This provision is consistent with the terms of the Notice of Funding Opportunity which state that Paragraphs C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials), C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration), and C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions do not apply to this award.

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**Article 57**

**Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of Santa Clara, et al. v. Noem, et al.**

Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-
Discrimination" and the Agreement Article titled “Anti-Discrimination” in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled
"Presidential Executive Orders" and the Agreement Article titled “Presidential Executive Orders” in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the “Anti-Discrimination” Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled “Presidential Executive Orders” will immediately become effective. As stated in the Agreement Article titled “NonApplicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “AntiDiscrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

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**Article 58** **Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Chicago et al. v. Noem, et al.**

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled “Anti-Discrimination” in this award package; and (2) Section
C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled “Presidential Executive Orders” in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the “Anti-Discrimination” Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled “Presidential Executive Orders” will immediately become effective. As stated in the
Agreement Article titled “Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “Anti-Discrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

**Article 59** **Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle v. Trump, et al.**

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the
Agreement Article titled “Anti-Discrimination” in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the “Anti-Discrimination”
Agreement Article will immediately become effective. As stated in the Agreement Article titled “Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “Anti-Discrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

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| | |
|---|---|
| **Article 60** | **Expedited Review of Amendments**<br>For any amendment submitted by the Host City Committee Task Force that requires prior approval by the State government pass-through entity under 2 CFR part 200, the pass-through entity must take action on that request within 10 business days and report the request and change to FEMA. |
| **Article 61** | **Reducing Pass-Through Time**<br>Notwithstanding the 45 day pass-through requirement in the NOFO, FEMA recognizes the urgency in which the grant's stakeholders require access to the funding to enhance the security and preparedness for the 2026 World Cup events in the United States, the recipient must pass-through 100% of funds to the Host<br>Committee Task Force subrecipients within ten (10) business days after receipt of the funds in a manner that is otherwise consistent with the requirements described within the FWCGP NOFO. |
| **Article 62** | **Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS)**<br>As a condition of this award, recipients, subrecipients, and their contractors or subcontractors must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub.<br>L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Un-manned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award. |
| **Article 63** | **Award Compliance Hold**<br>Please note that FEMA may reinstate budget or program funding holds if submitted documentation is incomplete or inconsistent with program requirements. All costs charged to the federal award remain subject to FEMA review and must comply with the terms and conditions of the award. If issues arise, we will notify you promptly and work with you to resolve them. |

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# Obligating document

| 1. Agreement No. | 2. Amendment No. | 3. Recipient No. | 4. Type of Action | 5. Control No. |
|---|---|---|---|---|
| EMW-2026-WC-05005 | N/A | 916001095 | AWARD | WX00535N2026T |

| 6. Recipient Name and Address | 7. Issuing FEMA Office and Address | 8. Payment Office and Address |
|---|---|---|
| MILITARY DEPARTMENT,<br>WASHINGTON STATE<br>CAMP MURRY BUILDING 1<br>CAMP MURRAY, WA 98430 | Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 | FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |

| 9. Name of Recipient Project Officer | 9a. Phone No. | 10. Name of FEMA Project Coordinator | 10a. Phone No. |
|---|---|---|---|
| Kathryn Zetzer | 4407736676 | FIFA World Cup Grant Program Grant Program | 1-877-585-3242 |

| 11. Effective Date of This Action | 12. Method of Payment | 13. Assistance Arrangement | 14. Performance Period / Budget Period |
|---|---|---|---|
| 03/18/2026 | OTHER - FEMA GO | COST REIMBURSEMENT | **Performance Period** 07/04/2025 to 08/31/2026<br>**Budget Period** 07/04/2025 to 08/31/2026 |

**15. Description of Action a. (Indicate funding data for awards or financial changes)**

| Program Name Abbreviation | Assistance Listing No. | Accounting Data (ACCS Code) | Prior Total Award | Amount Awarded This Action + or (-) | Current Total Award | Cumulative Non-Federal Commitment |
|---|---|---|---|---|---|---|
| FWCGP | 97.160 | 2026-FU-GS01 - P410-xxxx-4101-D | $0.00 | $32,252,845.00 | $32,252,845.00 | See Totals |
| | | Totals | $0.00 | $32,252,845.00 | $32,252,845.00 | $0.00 |

**b. To describe changes other than funding data or financial changes, attach schedule and check here:**
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) | DATE |
|---|---|
| **18. FEMA SIGNATORY OFFICIAL (Name and Title)**<br>**David Gudinas, Deputy Assistant Administrator (Acting) Grant Programs Directorate \| Resilience** | **DATE**<br>**03/18/2026** |

# ATTACHMENT D

# WORK PLAN

*FY 2026 FIFA World Cup Grant Program*

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement.

The Subrecipient's approved Work Plan is incorporated herein by reference and attached to this Agreement. Activities must align with the requirements of the NOFO, the Manual, and the approved application for funding.

| **PROJECT DESCRIPTION** |
|---|
| *PURPOSE and NEED: Explain the overall goal of the project and the specific public safety and security need it addresses. Why is the project needed?* |
| As the City of Spokane prepares for the 2026 World Cup, we are planning for multiple large scale programs and in preparation as a potential FIFA team basecamp site. Planners for the upcoming FIFA World Cup have indicated that the Gonzaga University grounds are the practice facility location, in the event Spokane is chosen as a team base camp. The US Pavilion in Riverfront Park is the designated location for FIFA Fan Festival activities. Large crowds of World Cup enthusiasts are expected to gather at the US Pavilion for viewing parties on multiple dates.<br>The World Cup is an international phenomenon, bringing spectators from across the globe. As a potential basecamp and because of Spokane's proximity to Seattle and Vancouver, we expect a massive increase in tourism and visitors to our city during Summer 2026. While we are excited for these additional visitors, this also increases our staffing, equipment, and preparation needs to ensure we have a vibrant and secure city. The majority of our funds serve the increase in staff overtime that prepares us for high traffic and emergency events. Additional equipment makes real-time surveillance and public safety programs possible. Preparing for the 2026 FIFA World Cup is an monumental task, and the City of Spokane is eager to celebrate safely, securely, and responsibly with our community and fans. |
| *PLANNED WORK: Describe the activities, services, and/or equipment purchases included.* |
| We are preparing for two Fan Zone programs and as a potential 2026 Basecamp site. Our Events include two planned Fan Zone watch parties (6/19 and 7/19). Preparation for the fan zone events include increased staffing and security needs for one-day programs. As a potential 2026 basecamp site, our emergency response departments will require substantial increases in staffing for prolonged team and tourist safety.<br>Key work areas include:<br>•Staffing (Event and Overtime) Increase Spokane Fire Department and Spokane Police department staffing. This includes additional emergency responders, hazmat preparation, and drone pilots. Due to the anticipated increase in tourist traffic, our overtime costs for additional police officers and firefighters represent a large, but essential, cost for the city. Additional costs for incident command, keeps operating units in clear communication with one another during these events.<br>•Contracting (Security Staffing) Planning and contracting for additional security at Fan Zone events.<br>•Equipment (Surveillance, Hazmat, and Crowd Management): Purchasing equipment so we can meet increased needs. This includes additional drone equipment, transportation barriers, hazmat monitors, weapons detection, and command station equipment.<br>•Drone Training sessions for drone operation, practice, and management. |
| **OUTCOME** |
| *Explain how the project will improve your organization's ability to respond to threats related to the FIFA World Cup 2026 games. Include expected performance improvements, coverage expansion, and/or operational enhancements.* |
| The proposed project will improve the City of Spokane's ability to respond to threats related to the 2026 FIFA World Cup by enhancing operational coverage, coordination, and response capabilities for large-scale, unsecured public gathering events.<br>The deployment of contracted security personnel and law enforcement surge staffing will expand on-site coverage during peak attendance periods, improving the City's ability to monitor crowd conditions, detect suspicious behavior, and respond quickly to emerging incidents. Increased staffing enhances situational awareness across the event footprint, including pedestrian corridors and ingress and egress routes.<br>The use of temporary physical security infrastructure, including barriers, cones, and directional signage, will improve crowd flow and access control, reduce congestion, and protect emergency access routes, improving responder access and overall event safety. |

# ATTACHMENT E

# TIMELINE

*FY 2026 FIFA World Cup Grant Program*

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Organization. Both the Organization and the Subrecipient shall monitor adherence with the dates below.

| **PROJECT SCHEDULE** | | |
|---|---|---|
| *INSTRUCTIONS: Enter the major milestones for the project.* ***Please include at least 2 milestones.*** | | |
| MILESTONE | START DATE | END DATE |
| PROJECT START (no earlier than 7/4/2025) | | |
| Watch Party #1 Approx 10:30 AM - 11:45 PM | 6/19/2026 | 6/19/2026 |
| Watch Party # 2: Approx 10:30 AM - 3:30 PM | 7/19/2026 | 7/19/2026 |
| Potential Basecamp Location | 5/15/2026 | 6/30/2026 |
| | | |
| | | |
| | | |
| PROJECT COMPLETION (no later than 8/31/2026) | | 7/31/2026 |

The Subrecipient must request prior written approval from Organization Key Personnel to waive or extend the due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement submission due date contained in the above Timeline.

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# ATTACHMENT F

# BUDGET

*FY 2026 FIFA World Cup Grant Program*

The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Work Plan. If funding is identified as not being required, contact the Organization Key Personnel as soon as possible so funding can be reallocated.

| AGREEMENT AMOUNT $1,052,900 | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| PROJECT BUDGET | | | | | | | |
| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | TOTAL |
| Salaries & Benefits | $ 26,116 | $ 458,434 | | | | | $ 484,550 |
| Supplies | | | | | | | $ - |
| Travel/Per Diem | | | | | | | $ - |
| Contractor/Consultant | $ 18,000 | | | | | | $ 18,000 |
| Other | | | | | | $ 37,591 | $ 37,591 |
| Equipment | | | $ 249,270 | | | | $ 249,270 |
| SUBTOTAL | $ 44,116 | $ 458,434 | $ 249,270 | $ - | $ - | $ 37,591 | |
| Indirect | | | | | | $ 263,489 | $ 263,489 |
| ***TOTAL*** | | | | | | | **$ 1,052,900** |

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# ATTACHMENT G

## BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ [Insert Project Name and Location] that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____

Signature of [Contractor's or Subcontractor's] Authorized Official

_____

Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____

Date

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# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 05/18/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/13/2026 | | |
| **Clerk's File #** | OPR 2026-0483 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | GRANTS MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | COLE WICKER X6822 | **Requisition #** | |
| **Contact E-Mail** | WWICKER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | ZZAPPONE BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | ACCEPTANCE OF FIFA WORLD CUP STATE GRANT | | |

## Agenda Wording

Requesting permission to accept the FIFA World Cup State grant funds.

## Summary (Background)

The FIFA Award includes federal and state dollars totaling $1,153,317. The total state award within this grant acceptance includes $112,492. This grant supports counterterrorism and public safety efforts ahead of the 2026 FIFA World Cup. This acceptance accounts for the state portion of the award.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ $1,153,317 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

This acceptance includes an allocation of $112,492.00 in state award dollars. This includes $83,050 in equipment charges; $4,153 in grant administration; and $25,289 in indirect costs.

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 4153.00 | # 1330-93553-99999-3xxxx-99999 |
| Expense | $ 4153.00 | # 1330-93553-14230-5xxxx-99999 |
| Revenue | $ 94694.50 | # 1440-93553-99999-3xxxx-99999 |
| Expense | $ 94694.50 | # 1440-93553-94220-5xxxx-99999 |
| Revenue | $ 13644.50 | # 1620-93553-99999-3xxxx-99999 |
| Expense | $ 13644.50 | # 1620-93553-21250-5xxxx-99999 |

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

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

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | BROWN, SKYLER | ACCOUNTING - | BROWN, SKYLER |
| Division Director | STRATTON, JESSICA | | |
| Accounting Manager | DUFFEY, ANDREW | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| wwicker@spokanecity.org | sbrown@spokanecity.org |
| cstanton@spokanecity.org | jstratton@spokanecity.org |
| | |
| | |
| | |

# WASHINGTON STATE MILITARY DEPARTMENT
# STATE WORLD CUP GRANT AGREEMENT FACE SHEET

| | | |
|---|---|---|
| 1. Grantee Name and Address:<br>**Spokane, City Of**<br>**808 W Spokane Falls Blvd**<br>**Spokane, WA 99201** | 2. Total Grant Amount:<br>**$112,492** | 3. Grant Agreement Number:<br>**E26-269** |
| 4. Grantee Contact, phone/email<br>**Caleb Stanton, 509.625.6429**<br>**cstanton@spokanecity.org** | 5. WMD Representative, phone/email:<br>**Michael Alston, 253-512-7410**<br>**michael.alston@mil.wa.gov** | |
| 6. Program Index & OBJ/SUB-OBJ<br>**7S1WC-NZ** | 7. Eligibility Period of Costs Incurred<br>**07/01/2025-06/15/2026** | |

| | | | |
|---|---|---|---|
| 8. Agreement Start Date<br>**Upon Execution** | 9. Agreement End Date<br>**06/15/2026** | 10. TIN<br>**91-6001280** | 11. UBI # (state revenue)<br>**328-013-877** |

12. Funding Source Authority: **Washington State Military Department**

| | | |
|---|---|---|
| 13. Funding Source Agreement #<br>**S26-61211-001** | 14. Service Districts:<br>(BY LEGISLATIVE DIST): **03**<br>(BY CONGRESSIONAL DIST): **05** | 15. Service Area by County(ies):<br>**Spokane** |

| | |
|---|---|
| 16. Grant Classification:<br>☐ Personal Services ☐ Client Services ☒ Public/Local Gov't<br>☐ Collaborative Research ☐ A/E ☐ Other | 17. Contract Type (check all that apply):<br>☐ Contract ☒ Grant ☒ Agreement<br>☐ Intergovernmental (RCW 39.34)<br>☐ Interagency (RCW 39.34) |
| 18. Grant Type (check all that apply):<br>☐ Private Organization/Individual ☐ For-Profit<br>☒ Public Organization/Jurisdiction ☐ Non-Profit<br>☐ VENDOR ☒ SUBRECIPIENT ☐ OTHER | 19. Grant Selection Process:<br>☒ "To all that apply & qualify" ☐ Competitive Bidding<br>☐ Sole Source ☐ A/E/RCW ☐ N/A |

20. PURPOSE/DESCRIPTION

**The objective of the general fund—state appropriation for fiscal year 2026 per Engrossed Substitute Senate Bill 5167 Sec. 131 (10) is to passthrough funds to local law enforcement and fire department resources, emergency management, traffic control, and security at official event venues, including fields and fan activation areas, for the purpose of public safety and security activities related to the 2026 FIFA World Cup event in Washington State.**

IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C), Budget (Attachment D), Timeline (Attachment E); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations
2. Program documents
3. Statement of Work, Budget, Timeline
4. General Terms and Conditions
5. Special Terms and Conditions
6. Other provisions of the Agreement incorporated by reference.

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

WHEREAS, the parties have executed this Agreement on the day and year last specified below:

**FOR GRANTEE:**

_____

Signature Date

Alexander Scott, City Administrator

City of Spokane

**FOR THE DEPARTMENT:**

_____

Signature Date

Seth Daniel Nickerson, Chief Financial Officer

Washington Military Department

**B**OILERPLATE **APPROVED TO FORM**

David Merchant, Assistant Attorney General

March 31, 2026

## SPECIAL TERMS AND CONDITIONS

### I. INTRODUCTION

The Washington Military Department (WMD) herein known as "the DEPARTMENT", through the Emergency Management Division, passes through funding facilitating activities in preparation of the 2026 World Cup. The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse GRANTEES for eligible expenses related to public safety and security for 2026 World Cup events.

### II. KEY PERSONNEL

The individuals listed below shall be considered Key Personnel for point of contact under this Agreement. Any substitution of key personnel shall be made by written notification to the current key personnel.

| GRANTEE | | DEPARTMENT | |
|---|---|---|---|
| Name | **Caleb Stanton** | Name | **Michael Alston** |
| Title | **Grants Analyst** | Title | **Program Coordinator** |
| Email | **509.625.6429** | Email | **Michael.Alston@mil.wa.gov** |
| Phone | **cstanton@spokanecity.org** | Phone | **253-512-7410** |
| Name | **Skyler Brown** | Name | **Kathryn Zetzer** |
| Title | **Director of Grants Management** | Title | **Program Manager** |
| Email | **sbrown@spokanecity.org** | Email | **Kathryn.Zetzer@mil.wa.gov** |
| Phone | **509-625-6294** | Phone | **253-512-7140** |
| **Name** | **Cole Wicker** | Name | **General Information** |
| **Title** | **Grant Writer** | | |
| **Email** | **wwicker@spokanecity.org** | Email | **Preparedness.grants@mil.wa.gov** |
| **Phone** | **509-625-6822** | | |
| **Name** | **Andrew Duffey** | | |
| **Title** | **Grants Accountant** | | |
| **Email** | **aduffy@spokanecity.org** | | |
| **Phone** | **Andrew Duffey** | | |

### III. ADMINISTRATIVE REQUIREMENTS

A. The parties shall use the following to determine allowable cost principles: Washington State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

B. If the GRANTEE uses grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the OFM state grant audit and monitoring guidelines.

C. A Contractor performing services under this Agreement must comply with all federal and state laws and regulations applicable to the state World Cup grant, WMD policies, and this Agreement.

D. The GRANTEE shall require its Contractor(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by the Department applicable to the state World Cup funding including, but not limited to, all criteria, restrictions, and requirements of the Engrossed

Substitute Senate Bill 5167 Sec. 131 (10) (2026), and the federal and state regulations commonly applicable to state grants.

E. The GRANTEE and its Contractor shall be responsible for ensuring that all state FIFA World Cup grant funds are used in accordance with applicable state statutes and regulations, and the terms and conditions of this Agreement.

F. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, the GRANTEE shall submit a "Corrective Action Plan" in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT's report.

## IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE

Priorities for expenditure of state FIFA World Cup grant funds have been established by both the state legislature and the DEPARTMENT:

A. Engrossed Substitute Senate Bill 5167 Sec. 131 (10) provides that funds should be "provided solely for a contract with a public or private entity for the purpose of public safety and security activities related to the 2026 World Cup event. Funding may be provided for law enforcement and fire department resources, emergency management, traffic control, and security at official event venues, including fields and fan activation areas."

## V. INELIGIBLE COSTS

Costs not identified as allowable and included within the Statement of Work under this Agreement are considered ineligible for reimbursement, in addition to the following:

A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.

B. *Contributions to a contingency reserve* - any funds set aside by the GRANTEE to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.

C. *Depreciation* - of facilities or equipment.

D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.

E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.

F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments.

G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.

H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.

*I. Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.

*J. Legal expenses* - related to claims against the DEPARTMENT, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.

K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.

L. *Lobbying* - expenses related to lobbying activities.

M. *Personal injury compensation* - or damages arising from administering FIFA World Cup activities, whether determined by adjudication, arbitration, negotiation, or otherwise.

## VI. BUDGET, REIMBURSEMENT, AND TIMELINE

A. Within the total Grant Agreement Amount, travel, contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

B. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

C. If the GRANTEE chooses to include indirect costs within the Budget (Attachment D), additional documentation is required based on the applicable situation and additional approval may be needed.

D. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended.

E. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to reimbursements@mil.wa.gov, no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate with the time spent processing by the GRANTEE and the DEPARTMENT.

F. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the GRANTEE consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT and auditors.

G. The GRANTEE must request prior written approval from DEPARTMENT Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline must be submitted to the DEPARTMENT sufficiently in advance of the due date to provide adequate time for DEPARTMENT review and consideration and may be granted or denied within the DEPARTMENT's sole discretion.

H. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within fifteen (15) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE providing additional time. If funds are not required, the Subrecipient shall notify the Department Key Personnel.

I. Payment by the DEPARTMENT to the GRANTEE shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the set Eligibility Period of Costs Incurred in this Agreement. Work started prior to and/or not completed by the Eligibility Period of Costs Incurred, will be considered outside the performance period and therefore not eligible for reimbursement. The GRANTEE shall not request payment in anticipation of expenditures not yet incurred.

J. All costs for equipment and supplies must be incurred, and received, before the Grant Agreement End Date.

K. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, the reports in the Timeline [Attachment E]), will prohibit the GRANTEE from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.

L. Final reimbursement requests will not be approved for payment until the GRANTEE is current with all reporting requirements contained in this Agreement.

M. A written amendment will be required is the GRANTEE expects cumulative transfers among solution area totals, as identified in the Budget (Attachment D), to exceed ten percent (10%) of the Grant Agreement Amount.

## VII. THE MILITARY DEPARTMENT AGREES TO:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Agreement, the DEPARTMENT will reimburse the GRANTEE up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.

B. If a question arises about the requested reimbursement, the GRANTEE will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

## GENERAL TERMS AND CONDITIONS

**1) DEFINITIONS**

As used throughout this Agreement the following terms shall have the meanings set forth below:

A. “DEPARTMENT” shall mean the Washington Military Department (WMD).

B. “GRANTEE” shall mean the named county, city, tribe, or other political subdivision performing activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.

C. “Contractor” shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.

D. “Monitoring Activities” means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.

E. "WAC" is defined and used herein to mean the Washington Administrative Code.

F. "RCW" is defined and used herein to mean the Revised Code of Washington.

**2) ACCESS TO PUBLIC RECORDS**

A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE’s reports, including computer models and methodology for those models.

C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, “data” includes all information that supports the findings, conclusions, and recommendations of the contractor’s reports, including computer models and methodology for those models.

**3) ADVANCE PAYMENTS PROHIBITED**

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

**4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 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 telecommunication.

**5) ATTORNEY’S FEES**

Except as provided in the section entitled “Recapture Provisions”, in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney’s fees and costs.

**6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES**

The GRANTEE shall comply with, and the DEPARTMENT is not responsible for determining compliance with any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

**7) AGREEMENT MODIFICATIONS**

The Parties may request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties, and any oral understanding or agreements shall not be binding.

**8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT**

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

**9) DISCLOSURE**

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

**10) DISPUTES**

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.

**11) GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

**12) HOLD HARMLESS**

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

**13) INSURANCE, INDUSTRIAL COVERAGE**

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement.

**14) INSURANCE, GENERAL COVERAGE**

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. The GRANTEE hereby notifies the DEPARTMENT that as a Federally Recognized Tribe, Washington State Agency, or Local Government of the State of Washington and in accordance with Washington law, the GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, the GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

**15) LIABILITY**

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

**16) LIMITATION OF AUTHORITY**

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation 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 Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

**17) LOSS OF FUNDING**

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

**18) NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**19) NONDISCRIMINATION**

During the performance of this Agreement, the GRANTEE shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with

respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

**20) RECAPTURE PROVISION**

In the event the GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the GRANTEE.

**21) RECORDS, MONITORING, AND AUDIT ACCESS**

A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.

B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.

C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.

D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.

E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

**22) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

**23) CONTRACTING**

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

**24) TERMINATION**

A. If, through any cause, the GRANTEE or its contractors or sub-contractors fails to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors violates any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.

B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.

C. Reimbursement for eligible expenses incurred by the GRANTEE prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.

D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

**25) TRAVEL AND SUBSISTENCE REIMBURSEMENT**

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

**26) TREATMENT OF ASSETS**

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

**27) WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

## STATEMENT OF WORK

### State FIFA World Cup Grant Funding

*The purpose of this attachment is to identify the activities planned by the GRANTEE under this Grant Agreement.*

| **PROJECT TITLE** | ***FIFA World Cup Grant Program- Passthrough*** |
|---|---|

**PROJECT DESCRIPTION**

*PURPOSE and NEED: The overall goal of the project and the specific public safety and security need it addresses.*

Seattle will host six matches at Lumen Field between mid-June and early July 2026, including a USA group stage match and knockout round games, drawing sustained high attendance over nearly a month. Local estimates project 750,000 visitors across the tournament period, not only at the stadium but also at fan activations, waterfront activations, and viewing events in downtown and surrounding neighborhoods. The event footprint extends from Lumen Field and Pioneer Square to the state of Washington. This includes hotels, transit hubs, public gathering spaces, and unofficial watch parties, significantly increasing the area that must be secured and actively managed. As high-profile international targets, FIFA World Cup events bring risks that include terrorism, violent crime, crowd surges, cyber and communications disruptions, drone incursions, and disinformation, while Seattle's dense, transit reliant urban environment creates additional vulnerabilities at station platforms, pedestrian choke points, and last mile routes.

*PLANNED WORK: The activities, services, and/or equipment purchases included.*

The purchase or rental of the following equipment: Hazmat Remote Particulate Monitors, EOC Computers, EOC Monitors and Screens, Video Conferencing Camera and Microphones, TV Screens for CP live stream.

**OUTCOME**

*How the project will improve the regions ability to prevent, protect, mitigate, respond and recover to terrorism threats related to the FIFA World Cup.*

The anticipated outcome of this project is enhanced emergency coordination, hazardous materials monitoring, and situational awareness capabilities for City of Spokane during FIFA World Cup 2026 and other large-scale emergencies. Investments in hazardous materials remote particulate monitors will improve the ability to detect and assess potential airborne threats, while upgrades to Emergency Operations Center computers, monitors, video conferencing equipment, and live-stream display capabilities will strengthen multi-agency coordination, information sharing, operational visibility, and real-time decision-making during complex incidents affecting public safety and critical infrastructure.

**IMPACT**

*Anticipated impact of the project on public safety and critical infrastructure protection and how the project will contribute to long-term security and resilience.*

The work will strengthen public safety and critical infrastructure protection by improving coordination, increasing visible security measures, and enhancing real-time threat detection and response. Multi-agency planning and validated CONOPS will enable faster, unified decision-making, while increased staffing and security presence at high-risk venues and transportation hubs will deter and reduce vulnerabilities to attacks. Enhanced intelligence sharing, interoperable communications, and deployment of specialized equipment will improve situational awareness and response capabilities, ultimately reducing risk, protecting key assets, and ensuring continuity of operations during World Cup events.

## BUDGET

### State FIFA World Cup Grant Funding

*The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Statement of Work. If funding is identified as not being required, contact the DEPARTMENT as soon as possible so funding can be reallocated.*

| **AGREEMENT AMOUNT** | **$112,492** |
|---|---|

**PROJECT BUDGET**

| | SOLUTION AREA | | | | | | |
|---|---|---|---|---|---|---|---|
| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | **TOTAL** |
| Salaries & Benefits | $0 | $0 | | $0 | $0 | $4,153 | **$4,153** |
| Supplies | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Travel/Per Diem | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Contractor/Consultant | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Other | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Equipment | | | $83,050 | | | | **$83,050** |
| *SUBTOTAL* | $0 | $0 | $83,050 | $0 | $0 | $4,153 | $87,203 |
| Indirect | | | | | | | **$25,289** |
| ***TOTAL*** | **$0** | **$0** | **$83,050** | **$0** | **$0** | **$4,153** | **$112,492** |

## TIMELINE

### State FIFA World Cup Grant Funding

*The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.*

| DATE | TASK |
|---|---|
| July 1, 2025 | Eligibility Period start date |
| Upon Execution | Grant Agreement start date |
| June 15, 2026 | Grant Agreement/ Eligibility Period End date |
| June 30, 2026 | Submit Final Reimbursement Request and Closeout Report |

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 05/18/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/29/2026 | | |
| **Clerk's File #** | OPR 2026-0424 | | |
| **Cross Ref #** | RES 2025-0098 | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | ALEX 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KTELIS | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 824 N MONROE PURCHASE AND SALE AGREEMENT | | |

## Agenda Wording

Purchase and sale agreement for the City of Spokane property at 824 N Monroe.

## Summary (Background)

The Real Estate Review Committee (RERC) met on October 8th, 2025 to discuss the potential surplus of two city locations, which are comprised of 3 Spokane County Tax Parcels, 4707 North Addison, 426 East Broad, and 824 North Monroe. The consensus of the committee was to declare these properties surplus to the City's needs and proceed with the steps necessary to complete the surplus and sale process. The Council adopted Resolution 2025-0098, approving the disposition of these properties, which included 824 North Monroe

**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?**

This purchase and sale agreement is consistent with Resolution 2025-0098

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

The revenue from the sale of this property will go into General Fund reserves pursuant to Resolution 2025-0098.

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

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

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

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

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | GBYRD | | |
| **Division Director** | GBYRD | | |
| **Accounting Manager** | GBYRD | | |
| **Legal** | GBYRD | | |
| **For the Mayor** | GBYRD | | |

| **Distribution List** | |
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# COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

*This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences*

Reference Date: March 23rd, 2026

Ryan Best and Beth Pierce, as husband and wife and/or assigns ("Buyer") agrees to buy and City of Spokane, ("Seller") agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 824 N. Monroe Street in the City of Spokane, Spokane County, Washington, legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement and is not the date of "Mutual Acceptance," which is defined in Section 23.

1. **PURCHASE PRICE.** The purchase price is Two Million One Hundred Thousand Dollars ($2,100,000) payable as follows (check only one):

   ☐ All cash at closing with no financing contingency.

   ☒ All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS_FIN).

   ☐ $ OR _____% of the purchase price in cash at closing with the balance of the purchase price paid as follows (**check one or both, as applicable**): ☐ Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS_FIN); ☐ Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS_FIN ).

   ☐ Other: _____.

2. **EARNEST MONEY.** The earnest money in the amount of $25,000 shall be in the form of ☐ Cash ☒ Personal check ☐ Promissory note (attached CBA Form EMN) ☐ Other:

   The earnest money shall be held by ☐ Selling Firm ☒ Closing Agent. Selling Broker may, however, transfer the earnest money to Closing Agent.

   Buyer shall deliver the earnest money no later than:

   ☒ 5 days after Mutual Acceptance.

   ☐ On the last day of the Feasibility Period defined in Section 5 below.

   ☐ Other: _____.

   If the earnest money is to be held by Selling Firm and is over $10,000, it shall be deposited to: ☐ Selling Firm's pooled trust account (with interest paid to the State Treasurer) ☐ A separate interest bearing trust account in Selling Firm's name. The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

   Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

3. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

   ☒ Exhibit A - Legal Description
   ☐ Earnest Money Promissory Note, CBA Form EMN
   ☐ Promissory Note, LPB Form No. 28A/

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- ☐ Short Form Deed of Trust, LPB Form No. 20
- ☐ Deed of Trust Rider, CBA Form DTR
- ☐ Utility Charges Addendum, CBA Form UA
- ☐ FIRPTA Certification, CBA Form 22E
- ☐ Assignment and Assumption, CBA Form PS-AS
- ☐ Addendum/Amendment, CBA Form PSA
- ☐ Back-Up Addendum, CBA Form BU-A
- ☐ Vacant Land Addendum, CBA Form VLA
- ☒ Financing Addendum, CBA Form PS_FIN
- ☐ Tenant Estoppel Certificate, CBA Form PS_TEC
- ☐ Defeasance Addendum, CBA Form PS_D
- ☐ Other _____

4. **SELLER'S UNDERLYING FINANCING.** Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the end of the Feasibility Period if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

5. **FEASIBILITY CONTINGENCY.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within 45 days (30 days if not filled in) (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied. Buyer shall have an option to extend the Feasibility Contingency one addition thirty (30) day period with an increase of the earnest money deposit by fifteen thousand dollars ($15,000), which shall become non-refundable and immediately released to the Seller, but applied to the purchase price if Buyer closes in accordance with this agreement. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied.

**a. Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents within 10 days (2 days if not filled in) after Mutual Acceptance all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine within the Feasibility Period: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any

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such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Seller shall transfer the Vendor Contracts as provided in Section 17.

**b. Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.

**c.** Buyer does not waive the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

## 6. TITLE INSURANCE.

**a. Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a ☒ standard ☐ extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by Ticor Title (a title company of Seller's choice, if not completed). If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.

**b. Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (1) thirty (30) days after Mutual Acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected

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to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. **CLOSING OF SALE.** The sale shall be closed on or before seven (7) days after removal all contingencies, ("Closing") by Ticor Title ("Closing Agent") (Seller shall select the Closing Agent, if not completed). Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing date all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even though they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

8. **CLOSING COSTS AND PRORATIONS.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing date in the form required by Section 5(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

**a. Unpaid Utility Charges.** Buyer and Seller ☒ WAIVE ☐ DO NOT WAIVE (do not waive if neither box checked) the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum) to this Agreement.

9. **POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if

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tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing.

10. **OPERATIONS PRIOR TO CLOSING.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Period, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. **POSSESSION.** Buyer shall be entitled to possession ☐ on closing ☒ Subject to Seller's rights under a separate lease agreement. Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.

12. **SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property; (c) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing during the Feasibility Period; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall

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promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of $100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

**13. AS-IS.** Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

**14. PERSONAL PROPERTY.**

**a.** This sale includes all right, title and interest of Seller to the following tangible personal property: ☒ None ☐ That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the personal property shall be $ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

**b.** In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

**15. CONDEMNATION AND CASUALTY.** Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of $100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

**16. FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this

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transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. **CONVEYANCE.** Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).

18. **NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Seller shall be deemed delivered only when received by Seller, Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 28.

    Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day.

19. **AGENCY DISCLOSURE.** At the signing of this Agreement,

    Selling Broker James S. Black III of NAI Black

    represented Buyer

    and the Listing Broker Michael Sharapata of Jones Lang LaSalle

    represented Seller

    Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any)

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(CONTINUED)

representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

**20. ASSIGNMENT.** Buyer ☐ may ☒ may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of the Seller financing.

**21. DEFAULT AND ATTORNEY'S FEE.**

**a. Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (***check one***):

☒ Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

☐ Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

**b. Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then (***check one***):

☒ As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the scheduled date of closing or from the date Seller has informed Buyer in writing that Seller will not proceed with closing, whichever is earlier; or

☐ Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

**22. MISCELLANEOUS PROVISIONS.**

**a. Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.

**b. Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

**c. Electronic Delivery.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an

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original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

**d. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding Section 20 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**23. ACCEPTANCE; COUNTEROFFERS.** Seller has until midnight of April 3rd, 2026 (if not filled in, the third business day) following the day Buyer delivers the offer to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the 2nd business day (if not filled in, the second business day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to and shall be effective when received by that party.

**24. INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

**25. CONFIDENTIALITY**. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.

**26. COMMISSION**. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of 6% of the sales price. The commission shall be apportioned 50/50 between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, the Listing Firm shall pay to Selling Firm a commission of 3% of the sale price. In addition to a sales commission, the Seller shall also pay the Listing and Selling Firm a leasing commission of six percent (6%) of the NNN rent for the initial term only. Said fee shall be split 50/50 by the Listing and Selling Firm.

**27. LISTING BROKER AND SELLING BROKER DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS

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REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

**28. LEASEBACK. THE SELLER SHALL LEASEBACK THE PROPERTY FOR TWELVE (12) MONTHS AT $16/SF/YR/ABSOLUTE NNN, WITH THE LEASE COMMENCEMENT DATE STARTING ON THE CLOSE OF ESCROW. THE SELLER SHALL HAVE THREE, ONE (1) YEAR OPTIONS TO EXTEND THE LEASE AN ADDITIONAL TWELVE (12) MONTHS AT $16/SF/YR ABSOLUTE NNN SO LONG AS THEY ARE NOT IN DEFAULT. THE SELLER SHALL PROVIDE ONE HUNDRED AND EIGHTY (180) DAY ADVANCE WRITTEN NOTICE OF THEIR INTENTION TO EXERCISE THE OPTION(S). BUYER SHALL DELILVER TO SELLER A DRAFT LEASE WITHIN FOURTEEN (14) DAYS OF MUTUAL ACCEPTANCE. SELLER SHALL HAVE UP UNTIL THE END OF THE FEASIBILITY CONTINGENCY TO PROVIDE BUYER WITH ANY COMMENTS TO BUYER'S LEASE DRAFT AND THE PARTIES AHLL NEGOTIATE IN GOOD FAITH ON TH ELANGUAGE OF THE ELASE AGREEMENT.**

**29.** Public Disclosure. Buyer and Seller acknowledge that copies of materials received from Seller may be subject to public disclosure under chapter 42.56 RCW. As such Seller agrees to make any such materials returned available in the event there is a public record request and it is determined that the materials requested are not exempt from disclosure. Buyer and Seller acknowledge that final approval by the Spokane City Council of this Purchase and Sale Agreement is required. Additionally, Seller and Buyer acknowledge that Seller, through the City Council, must take this action in an open public meeting of the City Council, as provided for under chapter 42.30 RCW, regarding certain aspects of the Purchase and Sale Agreement. Any such actions and statement in conjunction with such actions in an open meeting shall not be considered a violation of this paragraph.

**30.** Diamond Parking Agreement. Buyer and Seller agree that the Buyer shall be entitled to negotiate a new parking agreement with Diamond Parking Services LLC, or any other third party after all contingencies have been removed.

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**31. IDENTIFICATION OF THE PARTIES.** The following is the contact information for the parties involved in this Agreement:

**Buyer**

**Contact:** Ryan Best and Beth Pierce
**Address:** 905 W. Riverside ave, Ste 409, Spokane, WA 99201
**Business Phone:**
**Mobile Phone:** 509.951.8765
**Fax:** _____
**Email:** ryan.best@bestlawspokane.com

**Seller**

**Contact:** Alex Scott
**Address:** 808 W. Spokane Falls Blvd, Spokane, WA 99201
**Business Phone:** 509.625.6774
**Mobile Phone:**
**Fax:** _____
**Email:** ascott@spokanecity.org

**Selling Firm**

**Name:** Black Commercial Inc.
**Assumed Name (if applicable) :** NAI Black
**Selling Broker:** James S. Black III
**Address:** 801 W. Riverside ave, ste 300, Spokane, WA 99201
**Business Phone:** 509.622.3551
**Mobile Phone:** 509.842.4142
**Email:** jblack@naiblack.com
**Fax:** _____
**MLS Office No.:** _____

**Listing Firm**

**Name:** Jones Lang Lasalle Brokerage, Inc.
**Assumed Name (if applicable) :** JLL
**Listing Broker:** Michael Sharapata
**Address:** 601 W. Riverside, suite 285, Spokane, Wa 99201
**Business Phone:** 509.822.0088
**Mobile Phone:**
**Email:** michael.sharapata@jll.com
**Fax:** _____
**MLS Office No.:** _____

**Licensed Office of the Selling Broker**

**Licensed Office of the Listing Broker**

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**Address:** _____
**Business Phone:** _____
**Email:** _____
**Fax:** _____
**CBA Office No.:** _____

**Address:** _____
**Business Phone:** _____
**Email:** _____
**Fax:** _____
**CBA Office No.:** _____

**Courtesy Copy of Notices to Buyer to:**

**Name:** _____
**Address:** _____
**Business Phone:** _____
**Fax:** _____
**Mobile Phone:** _____
**Email:** _____

**Courtesy Copy of Notices to Seller to:**

**Name:** _____
**Address:** _____
**Business Phone:** _____
**Fax:** _____
**Mobile Phone:** _____
**Email:** _____

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IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer: Ryan Best

DocuSigned by:
Buyer _____ _____ Signature
4FE6E55A2A6240D...

Date signed 3/23/2026

Buyer: Beth Pierce

Signed by:
Buyer Beth Pierce _____ Signature
A4D27B6135024F6...

Date signed 3/23/2026

Seller: City of Spokane

Seller _____
Signature and title

Date signed _____

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## Exhibit A

Lots 3, 4, and 5 Block 3, D.P. Jenkin's Addition, according to the plat thereof, recorded in Volume E of Plats, Page 26, records of Spokane County; Situate in the City of Spokane, County of Spokane, State of Washington.

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

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# FINANCING ADDENDUM

CBA Text Disclaimer: Text deleted indicated by strike.
New text inserted indicated by small capital letters.

The following is part of the Purchase and Sale Agreement dated March 23rd, 2026 (the "Agreement"), between City of Spokane ("Seller") and Ryan Best and Beth Pierce, as husband and wife and/or assigns ("Buyer"), regarding the sale of the Property known as 824 N. Monroe Street, city of Spokane, Spokane County, Washington state (the "Property").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS

☒ **1. NEW FINANCING.** Buyer's obligations under the Agreement are contingent on Buyer obtaining new financing. Buyer shall submit a complete written application for financing for the Property within seven (7) business days after a fully executed purchase and sale agreement, pay required costs and make a good faith effort to procure such financing. Buyer shall not reject those terms of a commitment which provide for a loan amount of at least $ _____ or 75% of the purchase price, interest not to exceed 7% per annum, a payment schedule calling for monthly payments amortized over not less than 25 years, and total placement fees and points of not more than 1% of the loan amount. The Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that this condition is satisfied or waived on or before 45 days (60 days, if not completed) following mutual acceptance of the Agreement.

☐ **2. ASSUMPTION OF EXISTING FINANCING.**

**a. Approval of Documents.** Buyer's obligations under the Agreement are contingent on Buyer's assumption of a note and mortgage or deed of trust, or a real estate contract. Seller shall deliver to Buyer within five (5) days after mutual acceptance of the Agreement a copy of all documents relating to the obligations that Buyer will assume, including the note, deed of trust, mortgage or real estate contract (or any other underlying debt instruments); any guaranties, non-recourse carve-outs, or indemnity agreements; and any fixture filings or financing statements (the "Underlying Loan Documents"). Buyer shall be deemed to have approved the Underlying Loan Documents unless Buyer gives notice of disapproval during the Feasibility Period.

**b. Consent to Assumption.** Buyer shall submit a complete application for assumption of the Underlying Loan Documents together with any required application fee no later than five (5) days after the end of the Feasibility Period. Upon Buyer's request, Seller shall assist Buyer by requesting the lender's consent to the assumption on Buyer's behalf. Buyer's principals shall be required to execute any reasonable guaranties and indemnities required by the lender. Unless Buyer has obtained consent or waived this condition within _____ days (30 days, if not completed) after the end of the Feasibility Period and provided Buyer has timely complied with its obligations under this Addendum, this Agreement shall terminate and, Buyer shall receive a refund of the earnest money.

**c. Assumption Fees and Expenses.** Buyer shall pay all costs and expenses attributable to the assumption of the underlying indebtedness including all application fees, processing charges, and assumption fees.

**d. Release of Seller and Principals.** Seller's obligations under the Agreement ☐ shall be ☐ shall not be (shall not be, if not completed) conditioned upon Seller and all guarantors or indemnitors being released from their obligations arising under the Underlying Loan Documents for the period on and after Closing.

☐ **3. SELLER FINANCING.**

**a. Debt Instruments.** If Seller is financing a portion of the purchase price, unless different forms are attached to this Agreement, Buyer shall execute and submit to the Closing Agent: (i) LPB Form No. 28A-05 Promissory Note and the DUE ON SALE and COMMERCIAL PROPERTY optional clauses in that form

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shall apply; (ii) LPB Form No. 20-05 Short Form Deed of Trust; and (iii) CBA Form DTR Deed of Trust Rider. In addition, Buyer authorizes Seller and Closing Agent to file a financing statement to perfect Seller's security interest in the personal property described in the Deed of Trust Rider.

**b. Payment Terms.** The promissory note shall bear interest at the rate of % per annum, and shall be payable as follows (**choose one**):

☐ monthly installments of interest only;

☐ monthly installments of $_____;

☐ equal monthly installments of principal and interest in an amount sufficient to fully amortize the outstanding principal balance at the stated interest rate over __ years;

☐ other _____.

Payments shall commence on the first day of the first month after closing and shall continue on the same day of each succeeding month until **(choose one)**:

☐ month from the date of closing;

☐ other _____, 20_____ on which date all outstanding principal and interest shall be due.

Buyer ☐ may ☐ may not (may, if not completed) prepay the outstanding principal balance without premium or penalty. If Seller receives any monthly payment more than days (15 days if not filled in) after its due date, then Buyer shall be in default and a late payment charge of $_____ or % of the delinquent amount (5% of the delinquent amount if not filled in) shall be added to the scheduled payment. The principal shall, at Seller's option, bear interest at the rate of % per annum (18% or the maximum rate allowed by law, whichever is less, if not filled in) during any period of Buyer's default. Buyer shall have days (5 days if not filled in) after written notice from Seller to cure a default before Seller may declare all outstanding sums to be immediately due and payable.

(**Note to Buyer and Seller**: If the Property is currently used primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy is available to Seller only by using a real estate contract and is not available with a deed of trust.)

**4. ESTOPPELS/SNDAS.** If Buyer or its lender require estoppel certificates or subordination, nondisturbance and attornment agreements ("Estoppel/SNDAs") from some or all of the non-residential tenants at the Property, then Seller shall cooperate with Buyer to obtain them. The form of the Estoppels/SNDAs shall be CBA Form PS_TEC, or any different form required by Buyer's lender which Buyer has delivered to Seller during the Feasibility Period. Promptly after the Feasibility Period, Seller shall use commercially reasonable efforts and diligence to obtain the Estoppel/SNDAs from affected tenants; provided, however, Seller shall not be required to incur any liability or out-of-pocket expenses which are not reimbursed by Buyer. Buyer shall have no separate contingency for receipt of the Estoppels/SNDAs other than as otherwise agreed by Seller in writing.

**5. ADDITIONAL PROVISIONS.** The terms of the Agreement remain unchanged except as supplemented in this Addendum or provided below: Buyer shall have an option to extend the financing contingency period by one additional 30-day period so that the feasibility and financing dates align.

INITIALS: Buyer Initial BP Date 3/23/2026 Seller _____ Date _____

Buyer _____ Initial _____ Date 3/23/2026 Seller _____ Date _____

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## FINANCING ADDENDUM
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**Signature:**

**Email:** ascott@spokanecity.org

INITIALS: Buyer Initial BP Date 3/23/2026 Seller _____ Date _____

Buyer _____ Initial _____ Date 3/23/2026 Seller _____ Date _____

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Public Safety **Date:** 05/04/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 4/29/2026 |
| | | **Clerk's File #** | ORD C36879 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 06/01/2026 | | **Project #** | |
| **Submitting Dept** | FINANCE & ADMINISTRATION | **Bid #** | |
| **Contact Name/Phone** | COLE WICKER 6822 | **Requisition #** | |
| **Contact E-Mail** | WWICKERS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE – FIFA STATE AND FEDERAL GRANT AWARDS | | |

**Agenda Wording**

Spokane will be hosting Egypt's FIFA World Cup soccer team and will be bringing in large crowds, international attention, and heightened security demands. The City has been awarded two grants to support the additional costs being a host city will bring.

**Summary (Background)**

Spokane will be hosting Egypt's FIFA World Cup soccer team and will be bringing in large crowds, international attention, and heightened security demands. The City has been awarded two grants to support the additional costs being a host city will bring. One is a Federal grant through FEMA and the other is a State grant from Washington Military. The Grants department as well as the Fire and Police departments will sustain the costs of supporting being a host city and will receive the grant funding. FEMA - $1,040,303 total grant • $341,453 to Fire in fund 1440 • $593,274 to Police in fund 1620 • $105,576 to Grants in fund 1330 State - Military - $113,014 total grant • $107,551 to Fire in fund 1440 • $1,311 to Police in fund 1620 • $4,152 to Grants in fund 1330

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 1,153,317 |
| Current Year Cost | $ 1,153,317 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 109,728 | # 1330-9355x-99999-3xxxx-99999 |
| Expense | $ 109,728 | # 1330-9355x-14230-5xxxx-99999 |
| Revenue | $ 449,004 | # 1440-9355x-99999-3xxxx-99999 |
| Expense | $ 449,004 | # 1440-9355x-21250-5xxxx-99999 |
| Revenue | $ 594,585 | # 1620-9355x-99999-3xxxx-99999 |
| Expense | $ 594,585 | # 1620-9355x-21250-5xxxx-99999 |

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

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

No

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | STRATTON, JESSICA | MANAGEMENT & | MILLER, JACOB |
| Division Director | STRATTON, JESSICA | ACCOUNTING - | DUFFEY, ANDREW |
| Accounting Manager | BROWN, SKYLER | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| sbrown@spokanecity.org | jmiller@spokanecity.org |
| | |
| | |
| | |
| | |

ORDINANCE NO. C36879

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 TWO FIFA GRANTS, 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 various Funds listed below, 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $109,728.
A) Of the increased revenue, $105,576 is provided solely from a Federal grant award for Federation Internationale de Football Association (FIFA) support.
B) Of the increased revenue, $4,152 is provided solely from a State grant award for FIFA support.

2) Increase appropriation by $109,728.
A) Of the increased appropriation, $54,958 is provided solely for contra salaries and benefits.
B) Of the increased appropriation, $54,770 is provided solely for contractual services.

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

1) Increase revenue by $449,004.
A) Of the increased revenue, $341,453 is provided solely from a Federal grant award for FIFA support.
B) Of the increased revenue, $107,551 is provided solely from a State grant award for FIFA support.

2) Increase appropriation by $449,004.
A) Of the increased appropriation, $254,630 is provided solely for overtime and associated benefits.
B) Of the increased appropriation, $82,050 is provided solely for capital machinery and equipment.
C) Of the increased appropriation, $112,324 is provided solely for contra other expenses.

Section 3. That in the budget of the Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $594,585.
A) Of the increased revenue, $593,274 is provided solely from a Federal grant award for FIFA support.
B) Of the increased revenue, $1,311 is provided solely from a State grant award for FIFA support.

2) Increase appropriation by $594,585.
A) Of the increased appropriation, $229,920 is provided solely for overtime and associated benefits.
B) Of the increased appropriation, $212,500 is provided solely for capital machinery and equipment.
C) Of the increased appropriation, $1,000 is provided solely for operating supplies.
D) Of the increased appropriation, $151,165 is provided solely for contra other expenses.

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

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/01/2026

| | |
|---|---|
| **Date Rec'd** | 4/28/2026 |
| **Clerk's File #** | ORD C36880 |
| **Cross Ref #** | OPR 2025-0506 |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | | | |
|---|---|---|---|
| **Submitting Dept** | MUNICIPAL COURT | | |
| **Contact Name/Phone** | SARAH 509-625-4146 | | |
| **Contact E-Mail** | STHOMPSON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | KTELIS MCATHCART BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE-ADDITIONAL FUNDING FROM AOC | | |

## Agenda Wording

The Administrative Office of the Courts has offered additional funding for City of Spokane's Therapeutic Courts via two amendments. The first amendment increased wages and benefits by $8,000 to support the increase in benefit costs. The second amendment increased funding for Recovery Support by $26,000.

## Summary (Background)

The Administrative Office of the Courts awarded Spokane Municipal's Therapeutic Court programs $430,330 for July 1 2025 through June 30, 2026. This increase via two additional awards increased the total award to $464,330 and must be expended by the end of the current award on June 30, 2026.

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

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

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

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

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 34,000 |
| Current Year Cost | $ 34,000 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

There is impact to operations with this increase.

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 34,000 | # 1360-91332-99999-33412 |
| Expense | $ 5,000 | # 1360-91332-12510-51991 |
| Expense | $ 3,000 | # 1360-91332-12510-52991 |
| Expense | $ 26,000 | # 1360-91332-12510-54101 |
| Select | $ | # |
| Select | $ | # |

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

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

No

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

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | VAN WORMER, JACQUIE | MANAGEMENT & | MILLER, JACOB |
| Division Director | O'SULLIVAN, KRISTIN | ACCOUNTING - | BROWN, SKYLER |
| Accounting Manager | BUSTOS, KIM | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| Sarah Thompson sthompson@spokanecity.org | Jacquie van Wormer jvanwormer@spokanecity.org |
| Amy Harte aharte@spokanecity.org | Danil Tyurin dtyurin@spokanecity.org |
| Derrek Daniels ddaniels@spokanecity.org | grants@spokanecity.org |
| | |
| | |

ORDINANCE NO. C36880

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 ADDITIONAL FUNDING FROM THE ADMINISTRATIVE OFFICE OF THE COURTS, 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 Miscellaneous (General Fund) Grants 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 Miscellaneous (General Fund) Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $34,000.
A) Of the increased revenue, $34,000 is provided by the Administrative Office of the Courts for the therapeutic courts in the Municipal Courts department.

2) Increase appropriation by $34,000.
A) Of the increased appropriation, $8,000 is provided solely for base wages and benefits.
B) Of the increased appropriation, $26,000 is provided solely for professional 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 an increase to the Administrative Office of the Courts therapeutic court grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/29/2026 | | |
| **Clerk's File #** | ORD C36881 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | WATER & HYDROELECTRIC SERVICES | **Bid #** | |
| **Contact Name/Phone** | JEREMY MEYER 509-742-8154 | **Requisition #** | SBO |
| **Contact E-Mail** | JLMEYER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | MCATHCART KTELIS | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | SPECIAL BUDGET ORDINANCE - WATER TRANSFORMER PROCUREMENT - | | |

## Agenda Wording

Special Budget Ordinance to establish the budget for the purchase of a transformer at Upriver Dam.

## Summary (Background)

The transformer at Upriver Dam supplies power to the largest water wells in the City and has shown imminent failure through multiple oil analysis tests. The transformer will need to be replaced as soon as possible to avoid negatively affecting the water distribution system. Failure of this transformer would be detrimental to system reliability and operations. This project was included in the future years of the Water Department's Capital Improvement Program (CIP); however, due to 2-3 year lead times for delivery, an order must be placed now to ensure timely receipt and scheduled completion. While the majority of funding is planned for FY2027/FY2028, this Special Budget Ordinance (SBO) allows for procurement to begin in advance.

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

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

**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**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 2,200,000.00 |
| Current Year Cost | $ 1,200,000.00 |
| Subsequent Year(s) Cost | $ 1,000,000.00 |

## Narrative

This SBO commits future funding, with actual expenditures occurring when the transformer is delivered and applied as part of the identified CIP project. All costs are estimates at this stage and will be refined upon vendor selection.

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 2,200,000.00 | # 4100-42490-94340-56501-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

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

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

Because this was a planned future expense, there is a net-zero impact to the Water-Wastewater Fund in the long run.

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

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

None

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | HOPKINS, LEON | PURCHASING | PRINCE, THEA |
| Division Director | FEIST, MARLENE | MANAGEMENT & | MILLER, JACOB |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| rhershaw@spokanecity.org | jlmeyer@spokanecity.org |
| tlester@spokanecity.org | tprince@spokanecity.org |
| jsakamoto@spokanecity.org | aalbinmoore@spokanecity.org |
| rrpenaluna@spokanecity.org | nrussell@spokanecity.org |
| lhopkins@spokanecity.org | |

# SBO Request
# Public Safety & Community Health Committee

| | |
|---|---|
| **Committee Date** | May 4th, 2026 |
| **Submitting Department** | Water & Hydroelectric Services |
| **Fund to Receive Budget** (if different from submitting dept) | |
| **Contact Name** | Jeremy Meyer, Water & Hydroelectric Plant Manager |
| **Select Agenda Item Type** | ☒ Discussion Time Requested: 5min |
| **Agenda Item Name** | Special Budget Ordinance – Water Transformer Procurement – Upriver Dam |
| **Grant Item** | ☐ Yes ☒ No<br>If yes, this SBO should be submitted to the same agenda as the acceptance. |
| **Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget?** | The transformer at Upriver Dam supplies power to the largest water wells in the City and has shown imminent failure through multiple oil analysis tests. The transformer will need to be replaced as soon as possible to avoid negatively affecting the water distribution system. Failure of this transformer would be detrimental to system reliability and operations.<br><br>This project was included in the Water Department's Capital Improvement Program (CIP); however, due to 2–3 year lead times for delivery, an order must be placed now to ensure timely receipt and scheduled completion. While the majority of funding is planned for FY2027/FY2028, this Supplemental Budget Ordinance (SBO) allows for procurement to begin in advance. |
| **What are the budget codes? (Accountant-provided)** | This SBO commits future funding, with actual expenditures occurring when the transformer is delivered and applied as part of the identified CIP project. All costs are estimates at this stage and will be refined upon vendor selection.<br><br>Water Fund Balance/Utility Rates will fund this project.<br>Transformer Purchase $1,200,000<br>Associated Capitalized Costs $1,000,000<br>Total Project Cost Estimate $2,200,000<br><br>4100-42490-94340-56501-99999 - $2,200,000 |

**Fiscal Impact**
Revenue: Click or tap here to enter text.
Appropriation: $2,200,000

**Funding Source** ☒ One-time ☐ Recurring
Specify funding source: Reserves
Is this funding source sustainable for future years, months, etc? N/A – one-time project

**Expense Occurrence** ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (FTE related?) None

Return to budget@spokanecity.org and allow up to one week for drafting.

ORDINANCE NO. C36881

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO PURCHASE A TRANSFORMER FOR UPRIVER DAM, 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 Water – Wastewater Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase appropriation by $2,200,000.
A) Of the increased appropriation, $2,200,000 is provided solely for construction of fixed assets in the Water Capital 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 the need to purchase a transformer for Upriver Dam, 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

# Westinghouse®

| VOLTS | | THREE PHASE TYPE RSL OIL INSULATED UNIT SUBSTATION TRANSFORMER CLASS OA INSULDUR INSULATION | FULL LOAD KVA |
|---|---|---|---|
| HV | 13800Y/7970 - | | 7500/8400 OA |
| LV | 2400 | | 55/65 °C RISE |
| 60 HERTZ | | | GALLONS LIQUID 926 |

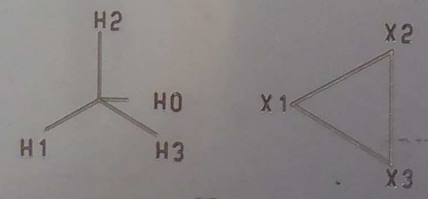
INSTRUCTION BOOK PC-1002 SERIAL HBT0224-0101 MANUFACTURE DATE 2/1987

FULL WAVE IMPULSE TEST LEVEL H.V. 95 KV. L.V. 60 KV.

IMPEDANCE 6.65 % AT 7500 KVA 13800YTO 2400 VOLTS.

APPROX. WEIGHT IN LBS. CORE AND COILS 26101 CASE 6831 LIQUID 6945 TOTAL 39877

MADE IN U.S.A. WESTINGHOUSE ELECTRIC CORPORATION 9727A82




HV-CU

LV-CU

CONNECTIONS

| WINDING | VOLTS | 7500KVA AMPERES | TAP CHANGER POS. | TAP CHANGER CONNECTS |
|---|---|---|---|---|
| HIGH VOLTAGE WYE | 14490 | 298.8 | 1 | 4 TO 5 |
| | 14145 | 306.1 | 2 | 3 TO 5 |
| | 13800 | 313.8 | 3 | 3 TO 6 |
| | 13455 | 321.8 | 4 | 2 TO 6 |
| | 13110 | 330.3 | 5 | 2 TO 7 |
| LOW VOLTAGE DELTA | 2400 | 1804 | | |

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 04/27/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 05/18/2026

| | |
|---|---|
| **Date Rec'd** | 4/23/2026 |
| **Clerk's File #** | ORD C36875 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | CITY COUNCIL |
| **Contact Name/Phone** | MICHAEL 625-6257 |
| **Contact E-Mail** | MCATHCART@SPOKANECITY.ORG |
| **Agenda Item Type** | Emergency Ordinance |
| **Council Sponsor(s)** | MCATHCART BWILKERSON |
| **Sponsoring at Administrators Request** | NO |
| **Lease?** NO | **Grant Related?** NO **Public Works?** NO |
| **Agenda Item Name** | ORDINANCE MAKING TECHNICAL CORRECTION TO EVICTION RESOURCES |

## Agenda Wording

An Ordinance of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency.

## Summary (Background)

On February 2, 2026, the City Council enacted Ordinance C36808, establishing new provisions for eviction prevention, effective on June 1, 2026. As worded, Ordinance C36808 created a potential conflict with the existing code language regarding the effective date. This ordinance corrects the potential conflict and declares an emergency to ensure the correction occurs before June 1.

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

Not applicable. Technical correction only.

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

Not applicable. Technical correction only.

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

Not applicable. Technical correction only.

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

This ordinance makes technical corrections to SMC 10.57.160 to ensure its effective date is clearly set forth in the SMC.

**Council Subcommittee Review**

None

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

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

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

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

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | | | |
| **Division Director** | | | |
| **Accounting Manager** | BUSTOS, KIM | | |
| **Legal** | PICCOLO, MIKE | | |
| **For the Mayor** | | | |

| **Distribution List** | |
|---|---|
| | |
| | |
| | |
| | |
| | |

# ORDINANCE C36875

An Ordinance of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency.

**WHEREAS**, on February 2, 2026, the City Council enacted Ordinance C36808, establishing new provisions for eviction prevention; and

**WHEREAS**, as enacted, Ordinance C36808 was intended to become effective on June 1, 2026; and

**WHEREAS**, as enacted, Ordinance C36808 amended Section 10.57.160.B of the Spokane Municipal Code relating to notice of residential rent increases, but also created a potential conflict with the existing code language relating to the effective date; and

**WHEREAS**, the City Council desires to correct the potential conflict before the effective date of Ordinance C36808; and

**WHEREAS**, the potential conflict in code language was only recently discovered, and consequently is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of conflicting code provisions on June 1; and

**WHEREAS**, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the resulting confusion and harm from the code conflict without causing or exacerbating harm to the community or government functions; and.

**WHEREAS**, the Spokane City Council finds that this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

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

**Section 1.** That section 10.57.160 of the Spokane Municipal Code is amended to read as follows:

**Section 10.57.160 Minimum Notice to Increase Rent**

A landlord may not increase residential rent except in accordance with this section.

A. Any rental agreement or renewal of a rental agreement entered into after ((~~the effective date of this ordinance~~)) <u>June 23, 2024</u> shall include, or shall be deemed to include, a provision requiring not less than:

1. One hundred twenty days' written notice for rent increases equal to or less than three percent; or

2. One hundred eighty days' written notice for rent increases greater than three percent.

3. In a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the rental agreement shall instead provide at least 30 days' prior written notice of an increase in the amount of rent to each affected tenant.

B. Any notice of residential rent increase shall specify the percentage of the rent increase, the amount of the new rent, and the date on which the increase becomes effective ((~~and shall contain a notice of eviction prevention pursuant to SMC 10.57.220~~)).

Commencing June 1, 2026, the notice of residential rent increase shall contain a notice of eviction prevention resources pursuant to SMC 10.57.220.

C. Any notice of a residential rent increase shall be served in accordance with RCW 59.12.040.

D. For purposes of this section, the term "rent" shall have the meaning set forth in RCW 59.18.030 (29), as amended from time to time.

**Section 2.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 3.** Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 4**. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and

Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

# Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 05/18/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 5/13/2026 | | |
| **Clerk's File #** | RES 2026-0037 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | GRANTS MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | COLE WICKER X6822 | **Requisition #** | |
| **Contact E-Mail** | WWICKER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | ZZAPPONE BWILKERSON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | RESOLUTION FOR APPROVAL OF FUTURE CONTRACT WITH SPOKANE SPORTS | | |

## Agenda Wording

Requesting resolution to approve future contract with Spokane Sports as a part of the FIFA World Cup Grant Program.

## Summary (Background)

This resolution allows Spokane sports to enter into contract with the City for disbursement of funds awarded via FIFA World Cup grant program.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ $54,770 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

Contractor services of $54,770. Will include equipment purchases and security for two fan zone events.

| Amount | | Budget Account |
|---|---|---|
| Revenue | $ 54770 | # 1330-93552-99999-3xxxx-99999 |
| Expense | $ 54770 | # 1330-93552-14230-5xxxx-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

**Funding Source** One-Time

**Funding Source Type** Grant

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

**Expense Occurrence** One-Time

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | BROWN, SKYLER | ACCOUNTING - | BROWN, SKYLER |
| Division Director | STRATTON, JESSICA | | |
| Accounting Manager | DUFFEY, ANDREW | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

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|---|---|
| wwicker@spokanecity.org | sbrown@spokanecity .org |
| cstanton@spokanecity.org | jstratton@spokanecity.org |
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**RESOLUTION NO. 2026-0037**

A resolution setting forth the City Council's approval and endorsement of funding for a one-time FIFA World Cup Grant, and authorizing execution of related contracts without further City Council review and action.

WHEREAS, the Washington Military Department and the U.S. Department of Homeland Security awarded an amount of $1,153,317 to the City of Spokane in preparation of and investment in safety and security measures, in anticipation of FIFA World Cup events taking place in Spokane in the Summer of 2026; and

WHEREAS, Spokane Regional Sports Commission ("Spokane Sports") prepared a grant application in partnership with the City of Spokane to obtain the grant from the Washington Military Department and the U.S. Department of Homeland Security; and

WHEREAS, Spokane Sports has planned two Fan Zone events for the FIFA World Cup, including the contracting of private security and purchase of crowd-control related equipment; and

WHEREAS, Spokane Sports planned activities are in direct support of the FIFA World Cup Grant Program's defined goals of enhancing public safety and counterterrorism measures as community events; and

WHEREAS, due to the abbreviated timeline of the grant execution, the partnership with Spokane Sports in application, and the defined programming plan for Spokane Sports, there is need for accelerated approval of the grant by the City Council; and

WHEREAS, the City's Grants Management Office is requesting that the Council approve the allocation of $54,770.00 in one-time grant funds for programmatic support allocated from the total awarded grant amount; and

NOW, THEREFORE,

IT IS RESOLVED that the Spokane City Council authorizes the acceptance of the foregoing grant, and approves the administration of this grant through the City of Spokane Grants Management Office, and any other applicable staff, and

IT IS FURTHER RESOLVED, the City Council approves execution of any agreements in furtherance of the grants and such other action as may be necessary to comply with the grant terms and conditions, all without further action of City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** PIES **Date:** 04/13/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 4/9/2026 |
| | | **Clerk's File #** | ORD C36877 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 06/01/2026 | | **Project #** | |
| **Submitting Dept** | CITY COUNCIL | **Bid #** | |
| **Contact Name/Phone** | PAUL DILLON 625-6254 | **Requisition #** | |
| **Contact E-Mail** | PDILLON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | PDILLON KKLITZKE SDIXIT | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE ESTABLISHING RIGHT TO COOLING | | |

**Agenda Wording**

An Ordinance creating a condition of habitability for residential tenants and requiring that cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

**Summary (Background)**

Cooling devices are becoming an essential element of habituality. This ordinance is to ensure that renters have access to cooling devices, and requires that all rentals have adequate cooling by the year 2031. According to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979, and summer temperatures are projected to increase by another 3.6ºF by 2049. According to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021. Extreme heat can cause illness and death. The 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County. Extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined. According to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat. In addition, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents. This ordinance is intended to establishing performance-based cooling requirements to ensure that all landlords operate under fair and consistent habitability standards. Currently state law requires a residential landlord to "keep the premises fit for human habitation," and also requires a residential landlord to "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant." Just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly

be treated as an essential service to maintain habitability in the summer months. This ordinance amends the current provisions requiring landlords to allow cooling devices in certain instances, and replaces them with provisions that require landlords to allow portable cooling devices to ensure an ambient temperature at 80 degrees or lower, and requires landlord install and maintain cooling mechanisms for all residential units by the year 2031. This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

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

See separate Equity Assessment

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

See separate Equity Assessment

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

See separate Equity Assessment

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

This ordinance expands existing tenant protections relating to cooling in SMC 10.57.170.

**Council Subcommittee Review**

The Climate Resilience and Sustainability Board (CRSB) has reviewed the ordinance and unanimously recommended its passage.

**Fiscal Impact**

| | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

See separate fiscal analysis

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | N/A |
| **Funding Source Type** | Select |
| **Is this funding source sustainable for future years, months, etc?** | |

| | |
|---|---|
| **Expense Occurrence** | N/A |
| **Other budget impacts (revenue generating, match requirements, etc.)** | |

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | | | |
| **Division Director** | | | |
| **Accounting Manager** | BUSTOS, KIM | | |
| **Legal** | PICCOLO, MIKE | | |
| **For the Mayor** | | | |

| **Distribution List** | |
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ORDINANCE NO C36877

An Ordinance creating a condition of habitability for residential tenants and requiring that cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

**WHEREAS**, according to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2ºF since 1950 and peak August temperatures have risen 3.5ºF since 1979; and

**WHEREAS**, according to the same memorandum, summer temperatures are projected to increase by another 3.6ºF by 2049; and

**WHEREAS**, according to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021; and

**WHEREAS**, extreme heat can cause illness and death; and

**WHEREAS**, the 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County; and

**WHEREAS**, extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined; and

**WHEREAS**, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents; and

**WHEREAS**, establishing performance-based cooling requirements ensures that all landlords operate under fair and consistent habitability standards; and

**WHEREAS**, according to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat; and

**WHEREAS**, RCW 59.18.060 requires a residential landlord to "keep the premises fit for human habitation"; and

**WHEREAS,** RCW 59.18.060 also requires that a residential landlord "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant"; and

**WHEREAS**, just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly be treated as an essential service to maintain habitability in the summer months.

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

**Section 1**. Chapter 10.57.140 is amended to read as follows:

**Section 10.57.140 Private Right of Action**

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

**Section 2.** Chapter 10.57.170 entitled "Portable Cooling Devices" is repealed.

**Section 3.** There is enacted a new section 10.57.175 of the Spokane Municipal Code to read as follows:

**Section 10.57.175 Cooling and Tenancy Habitability**

A. The definitions in section 10.57.005 apply to the terms in this section unless a different meaning is provided. In addition, for purposes of this section, the following terms are defined:

   1. "Cooling" means the use of passive cooling or mechanical cooling to maintain an indoor temperature in each bedroom of the dwelling that does not exceed 80 degrees Fahrenheit.

2. “Indoor temperature” means the ambient temperature of indoor bedroom spaces as measured at a point three feet from above the floor and two feet from exterior walls.
3. “Passive cooling” means the use of building design or nature-based solutions that prevent heat from entering a building and remove existing heat through methods such as shading, ventilation, insulation, building orientation, and material reflectivity.
4. “Mechanical cooling” means the use of devices such as central air conditioning, an air-source or ground-source heat pump, or a portable air conditioning device.
5. “Portable cooling device” means an air conditioner or evaporative cooler, including a device mounted in a window or that is designed to sit on the floor, but not including a device whose installation or use requires alteration to the dwelling unit.

B. A landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant’s choosing, unless:
    1. The dwelling already has a permanently installed and fully operational heat pump that can maintain adequate cooling in each bedroom of the dwelling unit, or
    2. The installation or use of the device would:
        a. Violate building codes or state or federal law; or
        b. Violate the device manufacturer's written safety guidelines for the device; or
        c. Significantly damage the premises beyond the normal wear and tear or render the premises uninhabitable; or
        d. If the device would be installed in a window, and:
            i. The window is a necessary egress from the dwelling unit; or
            ii. The device would interfere with the tenant’s ability to lock a window that is accessible from outside; or
            iii. The device requires the use of brackets or other hardware that would damage or void the warranty of the window or frame, puncture the envelope of the building or otherwise cause significant damages; or
            iv. The restrictions require that the device be adequately drained to prevent damage to the dwelling unit or building; or
            v. The restrictions require that the device be installed in a manner that prevents risk of falling; or

vi. An electrical supply/source would be necessary to power the device that cannot be accommodated by the existing power service to the building, dwelling unit, or circuit.

e. In addition to the requirements in subsection (B)(2) of this section, the landlord may also require that the portable cooling device be:

I. Installed or removed by the landlord or landlord's agent; or

II. Subject to inspection or servicing by the landlord or landlord's agent. A landlord must provide at least 48 hours' notice prior to any inspection

f. A landlord is not liable for any interruption in electrical service resulting from the installation of a portable cooling device installed by a tenant, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device

C. Effective January 1, 2031, every dwelling unit governed by this chapter shall have adequate cooling in each bedroom of the dwelling unit. A dwelling unit without adequate cooling shall be deemed uninhabitable.

D. Effective January 1, 2031, if, a dwelling or bedroom is inhabitable under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070. For purposes of this section, a lack of adequate cooling shall constitute a defective condition that is imminently hazardous to life under RCW 59.18.070(1). If, after receipt of written notice and expiration of the applicable period of time set forth in RCW 59.18.070(1), the landlord fails to remedy the defective condition, the tenant may

1. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; and
2. May pursue any other remedies set forth in this chapter or state law; and
3. May install a cooling device(s) and deduct the cost from their normal rent through the process outlined in RCW 59.18.100.

E. After the effective date of this ordinance, and notwithstanding the provisions of subsection B(2)(a)–(e), a tenant may install and deduct the cost of portable cooling devices from normal rent if their dwelling unit reaches an ambient indoor temperature at or exceeding 80 degrees Fahrenheit, and the tenant provides 24 hours of notice.

F. A landlord of any dwelling for which building permits for its construction were issued on or after January 1, 2027, shall provide cooling via adequate cooling methods or facilities that:

1. Provide cooling in each bedroom of the dwelling unit;
2. Conform to applicable law at the time of installation and are maintained in good working order; and
3. May include central air conditioning, an air-source or ground-source heat pump, passive cooling design and techniques, a portable air conditioning device capable of filtering PM2.5 smoke particles that is provided by the landlord or other devices or methods that can maintain a temperature that does not exceed 80 degrees Fahrenheit.

I. A landlord is immune from liability for any claim for damages, injury or death caused by a portable cooling device installed by the tenant.

J. A landlord who must limit or restrict the installation of portable cooling devices for a building shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability.

K. All new leases, or any renewal of an existing lease, signed after the effective date of this ordinance shall be accompanied by a separate and prominent notice to tenants of their rights, responsibilities, and restrictions related to installation and operation of a portable cooling device.

L. Nothing in this ordinance shall be construed to limit the responsibilities of landlords to provide reasonable accommodations under existing state and federal law.

M. Inspections of residential rental property will include inspection to ensure adequate cooling is provided. A landlord that fails to comply with the provision of cooling consistent with this chapter may be denied licensure consistent with SMC 10.57.020.

N. The City of Spokane may partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements such as insulation, ventilating, air conditioning, weatherization, or heat pump installations, operations, and maintenance, on the condition that cost savings are shared with tenants.

O. The City of Spokane may encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.

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

validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5**. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

# Spokane City Counsel Equity Assessment- Cooling Ordinance

**1. What is the primary goal of the policy or project and/or the challenge you are attempting to address?**

The goal of the proposed ordinance is to protect renters from extreme heat in their homes by requiring landlords to ensure habitable living temperatures, not exceeding 80 degrees Fahrenheit in bedrooms. Extreme heat in Spokane has led to numerous heat-related deaths and illnesses. This ordinance will enforce basic habitability and protect tenants, ensuring that their homes are safe.

**2. Are there potential unintended consequences among populations like BIPOC, low-income, youth, people with disabilities, and renter households?**

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from the protections of this proposed ordinance. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. Research shows that the vast majority of people, approximately 80%), shelter in place at home during extreme heat (Gonzaga Climate Institute, 2025). For those without cooling, shelter in place can be dangerous during extreme heat events as residents will be stuck in an uninhabitably hot space. By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

**3. What current inequities might this policy or project address? (consider all including race, gender, people with disabilities, geography, and income)**

All people deserve living in conditions of basic habitability. Because cooling systems have not historically been required for a residence to be considered habitable, the burden of inadequate indoor temperatures has fallen disproportionately on those with little ability to address it themselves. Low-income renters are least likely to be able to afford their own cooling equipment, least likely to have the leverage to negotiate habitability improvements with landlords, and most likely to live in older housing that lacks adequate cooling infrastructure. Communities of color are disproportionately represented among Spokane's renter population and are statistically more likely to live in lower-quality housing with inadequate climate control. This ordinance would raise the livability standards for all Spokane renters, while delivering the greatest benefit to those who have historically been most exposed to risk, and least able to remedy the situation themselves.

**4. Based on the data you have gathered and reviewed how might the policy or project impact disparities be affected? Will they improve or worsen? (Share data being used,**

**disaggregate by race/ethnicity, gender, people with disabilities, income, and age. Include geography)**

This ordinance will positively impact disparities in home cooling availability. Currently, rental homes, and especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. This ordinance will close the gap by requiring landlords ensure temperatures are not higher than 80 degrees Fahrenheit in bedrooms.

**a. Race/Ethnicity - Reduced Disparity**

In Spokane, there is a statistically significant positive correlation between urban heat intensity and the percentage of residents who are non-white, Indigenous, or Black (r values between 0.5 and 0.6, $p < 0.0001$). In contrast, there is a significant negative correlation between urban heat intensity and the percentage of residents identifying as white ($r = -0.6$, $p < 0.0001$) (Henning et al., 2023). The proposed ordinance would reduce race-based disparities in heat risk by strengthening in-home cooling protections in rental units within disproportionately exposed neighborhoods.

**b. Gender - Disparity Neutral**

There is limited information on gender disparate effects in cases of extreme heat. It is worth noting that during the 2021 Washington heat wave, between June 26 and August 30, 2021, statewide heat-related deaths were 61% male and 39% female out of 157 total deaths (Washington State Department of Health, 2021). The proposed policy will have a positive, equitable impact regardless of gender.

**c. People with Disabilities - Reduce Disparity**

This ordinance would benefit people with disabilities, specifically those with mobility impairments. It is estimated that one in seven Washington State residents, or 14%, live with a disability (Washington State Division of Vocational Rehabilitation, 2017). Following the 2021 extreme heat event, Spokane County's Medical Examiner's Office stated, "Many of the deceased had underlying health conditions which made them more susceptible to heat stress. Some also had cognitive impairment or mobility problems that limited their ability to remove themselves from the dangerously hot environment" (Spokane County Medical Examiner's Office, 2021).

The prevalence of asthma and respiratory disease, which are significant risk factors during extreme heat events, has also been increasing. In 2020, an estimated 15% of adults in Washington reported being diagnosed with asthma, up from about 12% of the adult population two decades prior (UW Climate Impacts Group, 2023).

Renters with disabilities are limited by coping capacity in cases of extreme heat. Ensuring that bedroom temperatures reach no higher than a maximum of 80 degrees Fahrenheit would have a positive impact on people with disabilities by providing consistent and accessible protection from extreme heat. The proposed policy will have a positive impact for all persons regardless of disability.

**d. Income - Reduce Disparity**

There is a significantly strong positive correlation between urban heat and the percentage of the population living at or beneath the poverty line in Spokane ($r=0.7$, $p<0.0001$) (Henning et al., 2023). Data from King, Pierce, and Snohomish counties elaborates, stating approximately 66% of households earning $50,000 or less do not have air conditioning. In those same counties, about 71% of rented homes lack installed AC systems (UW Climate Impacts Group, 2023).

These figures indicate that lower-income renters are substantially less likely to have in-home cooling locally and regionally. Rental homes, especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. By establishing enforceable indoor temperature standards in rental housing, the proposed ordinance reduces income-based disparities in heat exposure and strengthens protections for cost-burdened renters.

**e. Age - Reduce Disparity**

While 16.7% of Washington state's population was 65 and older in 2020, that number is projected to grow to 21.7% by 2040, exceeding 2 million vulnerable older Washingtonians. Older adults are inherently more vulnerable to extreme heat, and as this population grows, there will be more people directly impacted by a lack of cooling (Washington State Department of Health, 2021).

Additionally, 64% of residents are unlikely to check on neighbors during extreme heat events (Gonzaga Climate Institute, 2025). While this is true across all Spokane residents, it is especially concerning for older adults who may need additional assistance during extreme heat events. Adequate cooling in rental properties will ensure safer conditions for elderly Washingtonians.

**5. Identify systems that can be impacted directly or indirectly. (internal, external)**

Systems that may be impacted include Code Enforcement, as well as housing and landlord groups.

**a. Internal (departments, divisions, offices, other government organizations)**

Spokane Code Enforcement will be impacted as Code Enforcement will integrate cooling compliance into habitability review of rental units.

**b. External**

N/A

## Engagement

**6. Are you collaborating with individuals and communities most impacted – particularly Black, Indigenous People of Color – in the Policy or Project planning process? If not, why not?**

In developing this ordinance, many different community advocates were engaged, including the Gonzaga Climate Institute, the Spokane Low Income Housing Consortium, the Spokane Housing Authority, the Tenants Union of Washington State, the King County Bar Association, the Northwest Justice Project, the Community Building Foundation, Spokane Neighborhood Action Parters, Growing Neighbors, and the Spokane Community Organized Response Network, among others. These groups consist of a diverse array of community members that will be directly impacted by the proposed ordinance.

**7. What is your plan to include community members to ensure meaningful input from the planning phase through implementation and performance monitoring?**

We plan to continue our collaboration with the Gonzaga Climate Institute, which plans to maintain contact with the groups named above to consider any input or concerns as they arise. Additionally, the Climate Institute is prepared to support the implementation of this ordinance by providing literature regarding landlord and tenant rights to landlords and tenants, as well as being available for consult with any other issues that might arise under the implementation of the proposed ordinance.

## Evaluating and Improving

**8. Based on the answers above, what specific changes need to be made to the proposal to achieve your goal and avoid the continuation of racial and other disparities (Ex. Partnering with and/or investing in groups representing communities most impacted by the proposed initiative.)**

N/A

**9. What performance measures will you use to evaluate the proposal's impact following implementation, including the impact on racial and ethnic disparities? Qualitative and quantitative measures are encouraged.**

After the five-year compliance period, the performance measure will be simply whether or not rental homes capable of maintaining temperatures at or below 80 degrees Fahrenheit in bedrooms during the summer months and extreme heat events. This can be reported and monitored both by tenants and by code enforcement during annual inspections.

**10. Have you identified milestones that you will use to ensure ongoing review and periodic adjustments?**

The proposed ordinance allows a five-year compliance period through January 1, 2031. This window was intentionally designed to give landlords adequate time to plan and budget for cooling upgrades. The ordinance is technologically neutral and allows landlords various options to ensure minimum temperature standards. Many portable cooling units are available commercially for less than $200, a lower payment than most security deposits. Thus, the 2031 deadline should be achievable by the vast majority of rental properties, and this date will mark the primary milestone.

Upon passage, renters will be authorized to install their own cooling devices to protect against extreme heat and deduct the cost from their rent, subject to some exceptions.

After the 2031 compliance deadline, all rental units without adequate cooling will be deemed uninhabitable under Spokane standards and thus be subject to the full consequences of that label. City Code Enforcement will assume ongoing monitoring responsibility, treating cooling complaints with the same seriousness as any other habitability violation.

## Barriers to improve policy or program

**11. What limitations might complicate this proposal and what is the plan to address them? Are there recommendations for additional policy changes or programs?**

By way of ordinance implementation, landlord compliance is a concern. Not all landlords will bring their units into compliance by the 2031 deadline. Code enforcement and reporting of uninhabitable residences by affected tenants will bring non-compliant landlords to the attention of the City. However, the ordinance's built-in tenant enforcement mechanisms distribute compliance accountability, rather than solely relying upon City enforcement.

**12. Are there recommendations for additional policy changes or programs?**

N/A

# Fiscal Note- Cooling Ordinance

1. **BILL SUMMARY**

**Legislation Title:** AN ORDINANCE making cooling a condition of habitability for residential tenants by January 1, 2031; amending Chapter 10.57 of Title 10 of the Spokane Municipal Code, Section 10.57.170 Portable Cooling Devices.

**Summary and Background of the Legislation:**

Extreme heat is a serious concern for the Spokane community, as a mass-casualty emergency in Washington and is the top weather-related cause of death in the U.S. The 2021 Northwest Heat Dome highlighted this danger, causing 19 heat-related deaths and over 300 to people to seek medical treated for heat-related illness in Spokane County. Patterns of increased heat will cause increasingly frequent and severe extreme heat events in the future, which will only exacerbate this risk.

Extreme heat poses a particular threat to individuals who lack access to cool spaces to recover, including those whose homes lack air conditioning or other cooling devices.

In 2024, The City of Spokane passed Section 10.57.170 on Portable Cooling Devices which prohibited landlords from restricting tenants from installing portable cooling devices, unless it would violate certain exceptions.

This ordinance will repeal and expand Section 10.57.170. It will expand the habitability standard for dwellings, and require landlords to ensure that dwellings are capable of maintaining temperatures no higher than 80 degrees Fahrenheit during the summer and periods of extreme heat. It will additionally prevent landlords from restricting tenants from installing their own portable cooling devices, unless doing such would violate certain exceptions.

2. **CAPTIAL IMPROVEMENT PROGRAM**

Does this Legislation create, fund, or amend a CIP Project? **No.**

3. **SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation amend the adopted budget? **No.**

**Does the legislation have other financial impacts to The City of Spokane that are not reflected in the above, including direct or indirect, short-term, or long-term costs?**

Estimated costs are minimally associated with existing monitoring and enforcement policies. Code enforcement staffing, inspection capacity, administrative overhead, and

any technology or systems needed to track compliance will be utilized through already existing channels.

The primary financial burden of this ordinance falls on the private sector, specifically landlords, rather than the City, an intentional design feature of the legislation.

Longterm effects of failure to implement the proposed ordinance would include possible strains on the health system due to increased 911 calls, hospital transports, emergency department visits, and hospital admissions in periods of extreme heat. (UW Climate Impacts Group, 2023). Impacts of extreme heat include increased illness and death, resulting healthcare costs, and productivity and wage losses. (*Id.*) As a whole, the United States stands to lose $100 billion annually from lost labor productivity during periods of extreme heat, a number that is expected to double by 2030. (*Id.*) Spokane is no different and will face proportional losses during periods of extreme heat absent intervention.

**Are there financial costs or other impacts of not implementing the legislation?**

No there are not.

a. **Appropriations**

   This legislation does not add, change, or delete any existing appropriations.

b. **Revenues/Reimbursements**

   This legislation does not add, change, or delete any revenues or reimbursements.

c. **Positions**

   This legislation does not add, change, or delete positions.

4. **OTHER IMPLICATIONS**

a. **Does this legislation affect any departments besides the originating department?**

   This ordinance would likely originate from the City's code enforcement or housing division.

b. **Is a public hearing required for this legislation?**

   Yes, a public hearing will be scheduled as part of the City Council’s legislative process.

c. **Does this legislation affect a piece of property?**

This legislation affects properties within Spokane, but not one specific property.

d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

This ordinance carries significant positive implications for the principles of the Race and Social Justice Initiative. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. (Gonzaga Climate Institute, 2025). By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from these protections. The ordinance's provisions allowing tenants to withhold rent or deduct the cost of cooling devices when landlords fail to comply to provide meaningful legal tools to populations that have historically lacked leverage in the landlord-tenant relationship. Anti-retaliation protections further safeguard tenants from being penalized for asserting their rights, a concern that is particularly acute for renters who may fear eviction or rent increases if they raise habitability complaints.

The ordinance also directly addresses a known health equity gap. Heat-related illness and death fall heavily on vulnerable populations, many of whom are concentrated in historically disadvantaged communities. Making residences more habitable during extreme heat events is not only a housing policy but a health equity intervention.

**Language Access Plan:** Any public communications related to this ordinance, including notices to landlords and tenants regarding new rights and obligations, compliance timelines, and the process for reporting violations, should be made available in all languages spoken by a significant portion of Spokane's renter population. This includes, at minimum, Spanish and other languages consistent with the City's existing language access obligations. The City should coordinate with the Spokane Regional Health District and community-based organizations to develop and distribute accessible materials ahead of the 2031 compliance deadline.

e. **Climate Change Implications**

1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

   There is potential for a modest increase in carbon emissions, depending on how landlords choose to ensure cool dwellings. Additional air conditioning units and portable cooling devises may increase emissions. However, given the alternative options that landlords could choose to employee, it is unlikely that there would be a significant, material increase.

2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Spokane's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

   This ordinance materially increases Spokane's resiliency to climate change. Average annual temperatures in Spokane have already risen 2°F since 1950, peak August temperatures have risen 3.5°F since 1979, and summer temperatures are projected to increase by an additional 3.6°F by 2049. The region is expected to experience 20-30 extreme heat days annually by the 2050s, compared to an average of just three per year between 1971 and 2021. (Spokane Climate Project, 2022). By establishing a baseline standard of indoor cooling for all residential rental units, the ordinance ensures that Spokane's housing stock is better prepared to protect residents as these conditions worsen over time.

   The ordinance also addresses the compounding effects of wildfire smoke, which increasingly prevents residents from opening windows for natural ventilation during heat events. By requiring landlords to provide mechanical or passive cooling solutions the ordinance acknowledges that heat resilience and air quality resilience are deeply interconnected challenges in the Inland Northwest.

f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

   This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

**Summary Attachments: N/A**

**From:** Daniel Klemme
**To:** City Council Testimony
**Subject:** Written Testimony for Council Packet re Proposed Renters' Right to Cooling Ordinance
**Date:** Wednesday, April 15, 2026 12:05:35 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Council President and Members of the Spokane City Council,

Please include the following written testimony in the council packet for the next agenda item concerning the proposed renters' right to cooling ordinance.

Coalition Statement to the Spokane City Council
Re: Proposed Renters' Right to Cooling Ordinance (SMC 10.57.175)
March 2026

Dear Council President Wilkerson and Members of the Spokane City Council,

As industry professionals and members of our community, the undersigned organizations collectively represent thousands of rental housing units in the City of Spokane. We share the Council's commitment to tenant health and safety. That is why we respectfully ask the Council to allow the tenant protections and rights of Engrossed Senate Bill 6200 to take effect before attempting to address these issues. ESB 6200 went through a rigorous stakeholder process and addresses the core issue of the proposed ordinance.

**The State Has Already Solved This Issue**

ESB 6200, which has passed both chambers of the Legislature with bipartisan support and been delivered to the Governor, now establishes a statewide framework ensuring all tenants may install and use portable cooling devices of their choosing. It is the best way to protect tenants from unhealthy heat levels. ESB 6200 puts the power directly in the hands of tenants to select and install cooling solutions that work best for their homes, their budgets, and their families—without requiring landlord permission or costly building-wide retrofits.

ESB 6200 will become effective well before temperatures reach concerning levels in Spokane, giving residents ample time to prepare.

**Spokane's Affordable Housing Stock Cannot Absorb This Mandate**

The median construction year for housing in Spokane is 1961. Approximately 61% of rental units were built before 1980. This housing stock typically lacks central ductwork

and has electrical panels insufficient for significant added cooling load. However, these are Spokane's naturally occurring affordable housing units, the homes that low-income tenants and participants in housing assistance programs depend on.

This housing stock is not incidental to Spokane's safety net. It is the safety net. Rapid rehousing programs, Housing Choice Voucher placements, and other publicly funded housing interventions rely on the availability of private-market units at accessible price points. A mandate that renders a significant share of this inventory non-compliant does not protect vulnerable residents—it reduces the housing available to them.

The ordinance also creates a potential fire safety conflict. Many older units have only a single opening window per bedroom, which serves as required fire egress. Installing a window-mounted cooling unit in that opening renders the unit non-compliant with fire code. The ordinance as drafted does not address this conflict, placing housing providers in the position of violating one safety requirement to satisfy another.

**A Better Path Forward**

ESB 6200 was drafted with cities like Spokane in mind. It empowers tenants to choose their own cooling solutions, protects their right to install portable units without landlord interference, and will take effect well before summer temperatures arrive. Tenants who use portable cooling units can take those units with them when they move, ensuring access to cooling across the housing market, including in buildings where building-wide retrofits are not feasible.

If the City wishes to further support tenants in accessing cooling, we would welcome a conversation about a subsidy program to assist residents in purchasing portable cooling devices as a direct investment in tenant welfare that avoids the unintended consequences of this mandate.

We are open to continued collaboration on housing-related issues, and we value our relationship with the Council. We respectfully ask that the Council rely on ESB 6200 and the existing portable cooling ordinance as the appropriate path forward.

Respectfully,

Signed:

Sean Flynn, President & Executive Director, Rental Housing Association of Washington
Emilie Cameron, President & CEO, Downtown Spokane Partnership
Titus Hug, President, Spokane Homebuilders Association
Jake Mayson, GA Director, Washington Multi-Family Housing Association

Lee McIntyre, President, Spokane Realtors
Tisha Goodman, General Manager, Rockwood Property Management
Chris Batton, Designated Broker, RenCorp Realty
Bryan Gwynn, Designated Broker, Urban Settlements
Tom Clark, Realtor & Broker, Coldwell Banker Tomlinson
Gordon Hester, President & CEO, Kiemle Hagood
Ryan Lewis, President, BOMA Spokane

Submitted by:
Daniel Klemme, on behalf of the Rental Housing Association of Washington and the undersigned organizations.

**Daniel Klemme** | Membership Development & Government Affairs | dklemme@RHAwa.org
**Rental Housing Association of Washington** | **T** (206) 905 - 0611 | **RHAwa.org**

*This email contains general information and is not intended to apply to any specific situation. If you need legal advice or have questions about the application of the law in a particular matter, you should consult a lawyer.*

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/04/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 06/01/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/28/2026 | | |
| **Clerk's File #** | ORD C36883 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | CITY COUNCIL | **Bid #** | |
| **Contact Name/Phone** | P DILLON 6625-6254 | **Requisition #** | |
| **Contact E-Mail** | PDILLON@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | PDILLON MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE RELATING TO EXCESSIVE SPEEDING AND STREET RACING | | |

## Agenda Wording

An ordinance regulating aggressive speeding and street racing and enacting a new Chapter 16A.85 of the Spokane Municipal Code.

## Summary (Background)

This ordinance expands enforcement to provide additional deterrence to aggressive speeding and street racing, and thereby, reducing dangerous outcomes. Establishes definitions and penalties for aggressive speeding, exhibition of speed, street racing, unlawful racing event and unlawful vehicle use. It also defines what video evidence may be considered by the Spokane Police Department under this section.

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

No known or anticipated impacts 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?**

Police citation data will be collected through the issuance of citations and penalties for the infraction, and available for analysis through the SPD webpage.

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

Data collection will be ongoing to assess effectiveness.

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

This ordinance increases safety for all users of public streets, to include pedestrians, other vehicles, all wheeled/rolling forms of transportation, as well as buildings and infrastructure.

**Council Subcommittee Review**

Nine. Public Safety Committee review on May 4.

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| | | |

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

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

| **Expense Occurrence** | |
|---|---|

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | | | |
| **Division Director** | | | |
| **Accounting Manager** | BUSTOS, KIM | | |
| **Legal** | SCHOEDEL, ELIZABETH | | |
| **For the Mayor** | | | |

**Distribution List**

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**ORDINANCE NO. C36883**

AN ORDINANCE regulating aggressive speeding and street racing, and enacting a new Chapter 16A.85 of the Spokane Municipal Code.

**WHEREAS**, in 2023, thirty percent (30%) of fatal crashes involved speeding on Washington roads, and

**WHEREAS,** aggressive speeding and street racing continue to be a significant component of traffic deaths; and

**WHEREAS**, the use of a vehicle to engage in street racing or aggressive speeding upon the public streets results not only in unsafe traffic conditions for other vehicles, pedestrians, and property, but engenders fear and disinvestment among neighborhood residents and prevents peaceful enjoyment of property; and

**WHEREAS**, street racing and aggressive speeding create a public nuisance through accompanying noise and pollution that negatively impact the health and quality of life of Spokane residents; and

**WHEREAS,** street racing and aggressive speeding have become more prevalent in the City of Spokane, and Spokane is experiencing more fatalities and injuries from speed-related vehicle crashes than from homicides; and

**WHEREAS**, street racing and aggressive speeding unnecessarily expend law enforcement resources, and recent Spokane data shows an increasing speed related crashes causing serious injury or death in Spokane over the last 5 years; and

**WHEREAS,** the City Council finds that expanding effective enforcement and resources will provide additional deterrence to aggressive speeding and street racing, and thereby reduce dangerous outcomes arising from such conduct;

**NOW, THEREFORE,** the City of Spokane does hereby ordain as follows:

**Section 1.** That a new Chapter 16A.85 of the Spokane Municipal Code is enacted to read as follows:

**Chapter 16A.85 Street Racing**

**Section 16A.85.010 Definitions**

**Section 16A.85.020 Prohibited Conduct, Penalties**
**Section 16A.85.030 Unlawful Vehicle Use**
**Section 16A.85.040 Notice of Infraction to Registered Owner**
**Section 16A.85.050 Video Evidence, Exclusive Use of Police**

**Section 16A.85.010 Definitions**

A. “Aggressive speeding” means the type of driving behavior that is likely to endanger other persons or property and includes speeding as one of the actions.

B. “Exhibition of speed” means the operation of a motor vehicle to present a display of speed, maneuverability, or power. Exhibition of speed or acceleration includes, but is not limited to, squealing the tires of a motor vehicle while it is stationary or in motion, rapid acceleration, rapid swerving or weaving, drifting, producing smoke from tire slippage, or leaving visible tire acceleration marks on the surface of a paved or unpaved area, that is done intentionally to draw the attention of persons in the vicinity.

C. “Street racing” means to (1) race a vehicle either against another vehicle or against a time whether or not there is an agreement to race but contesting speeds; or (2) drive a vehicle at excessively high rates of speed or acceleration or in another dangerous manner in an exhibition or contest of driving prowess, such as drifting, sliding, or emitting black smoke or excessive sound.

D. “SPD” means Spokane Police Department.

E. “Unlawful racing event” means an occurrence where street racing, aggressive speeding or exhibition of speed occurs using public highways, streets, or rights-of-way in violation of applicable motor vehicle and traffic laws, including RCW 46.61.500 and 46.61.530.

F. “Unlawful Vehicle Use” means allowing or suffering use of a vehicle in an unlawful racing event.

G. “Video evidence” means video generated by or for the Spokane Police Department, including cameras installed in or on police vehicles, body worn video, video obtained utilizing drone technology operated by the SPD, or any other video evidence obtained by the SPD and authorized for evidentiary purposes for violations under this chapter.

**Section 16A.85.020 Prohibited Conduct, Penalties**

A. It is unlawful for any person within the City of Spokane to engage in an unlawful racing event.

B. Violation of this section is a traffic infraction, which shall be assessed a penalty of $500 upon first infraction, excluding any costs, fees, or assessments. A second violation shall be assessed a penalty of $800, excluding any costs, fees, or assessments. Third and subsequent violations shall be assessed a penalty of $1,500 per violation, excluding any costs, fees, or assessments. Penalties under this section may not be waived or remitted.

C. Further violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the court may impound the person's vehicle for up to 30 calendar days.

D. Violations of this section by the operator of a vehicle may be detected by the Spokane Police Department using video evidence that clearly displays the violation of this chapter, the vehicle used and the identity of the operator.

**Section 16A.85.030 Unlawful Vehicle Use**

A. Any registered owner of a vehicle used in connection with conduct prohibited under this chapter, and who was not operating the vehicle at the time of the violation, has committed the infraction of unlawful vehicle use.

B. Violation of this section is a traffic infraction, which shall be assessed a penalty of $500 upon first infraction, excluding any costs, fees, or assessments. A second violation shall be assessed a penalty of $800, excluding any costs, fees, or assessments. Third and subsequent violations shall be assessed a penalty of $1,500 per violation, excluding any costs, fees or assessments. Penalties under this section may not be waived or remitted.

C. Further violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the court may impound the person's vehicle for up to 30 calendar days.

D. Violations of this section by the registered owner of a vehicle may be detected by the Spokane Police Department using video evidence that clearly displays the violation of this chapter and the vehicle used.

**Section 16A.85.040 Notice of Infraction to Registered Owner.**

A. The registered owner of a vehicle shall be deemed in violation of section 16A.85.030 unless the registered owner overcomes the presumption in subsection

16A.85.040.C, or in the case of a rental car business, satisfies the conditions under subsection 16A.85.040.D.

B. A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection 16A.85.030.F. The law enforcement officer issuing the notice of infraction shall include a certificate or facsimile of the notice, based upon inspection of video evidence, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this section. SPD video evidence supporting the violation must be available for inspecation and admission into evience in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on video evidence may respond to the notice by mail.

C. If the registered owner of the vehicle is not a rental car business, the recipient of a notice of infraction is not liable for the infraction if the recipient demonstrates, by a preponderance of the evidence, that at the time of the violation the recipient either was not the registered owner of the vehicle or that the vehicle was stolen.

D. If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction is issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car busines if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:

    1. A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred;

    2. A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or

    3. Payment of the applicable penalty in lieu of identifying the vehicle operator.

    Timely mailing of a statement under this subsection to the issuing law enforcement agency relieves a rental car business of any liability under this section for the notice of infraction.

**Section 16A.85.050 Video Evidence, Exclusive Use of Police**

Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter.

**Section 2.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 3.** Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:** | | **Date Rec'd** | 4/8/2026 |
| **Committee:** PIES **Date:** 04/13/2026 | | **Clerk's File #** | ORD C36865 |
| **Committee Agenda type:** Discussion | | **Cross Ref #** | |
| **Council Meeting Date:** 04/13/2026 | | **Project #** | |
| **Submitting Dept** | PLANNING SERVICES | **Bid #** | |
| **Contact Name/Phone** | SPENCER 6097 | **Requisition #** | |
| **Contact E-Mail** | SGARDNER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Emergency Ordinance | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | YES | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | DRIVE-THROUGH FACILITIES AND QUICK VEHICLE SERVICING USES NEAR | | |

**Agenda Wording**

An ordinance imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing; and declaring an emergency.

**Summary (Background)**

A moratorium is imposed on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses on parcels wholly or partially in the area shown in the attached Exhibit A (referred to herein as the "moratorium zone"). During the term of this moratorium, the City will not accept, process, or approve building permit applications for Drive-Through Facilities or Quick-Vehicle Servicing uses on parcels wholly or partially in the moratorium zone. Drive-Through Facilities and Quick-Vehicle Servicing uses are as defined in Chapter 17C.190 of the Spokane Municipal Code. This moratorium does not apply to any pending building permit applications that were counter-complete, as provided in the Spokane Municipal Code, before the effective date of this ordinance. The moratorium imposed by this ordinance will be in effect for a period of one year, beginning on the date of the adoption of the ordinance.

PASSED BY
SPOKANE CITY COUNCIL:
4/13/2026
CITY CLERK

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

Multiple studies show that drive-through facilities and other automobile-oriented uses increase the risk of conflict with people walking, biking, and rolling

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

The Planning and Economic Development Department will continue to study, conduct additional public engagement, and implement regulations for Drive-Through Facilities and Quick Vehicle Servicing uses in TOD areas as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code.

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

See above.

**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 LU 3.1 Comprehensive Plan LU 3.2 Comprehensive Plan LU 4.6 Comprehensive Plan TR Goal C

**Council Subcommittee Review**

N/A

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | $ |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

**Funding Source**

**Funding Source Type** Select

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

**Expense Occurrence** N/A

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| Dept Head | MCDANIEL, ADAM | | |
| Division Director | CWRIGHT | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | CWRIGHT | | |

**Distribution List**

**ORDINANCE NO. C36865**

AN ORDINANCE imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing; and declaring an emergency.

WHEREAS, the City was a primary participant in the "DivisionConnects" project, a regional plan for preparing for Bus Rapid Transit and Transit Oriented Development ("TOD") on the future Division Bus Rapid Transit corridor, adopted by the Spokane Transit Authority board of directors on April 15, 2021, and adopted by the Spokane Regional Transportation Council on June 10, 2021; and

WHEREAS, on October 28, 2024, City Council adopted RES 2024-0100, affirming the recommendations of the Centers and Corridors strategy ("C&C Strategy") as the guiding document for future actions for the City's mixed-use development strategy; and

WHEREAS, the C&C Strategy recommends regulations to prohibit certain automobile-oriented land uses in TOD areas; and

WHEREAS, the City of Spokane is pursuing implementation of these recommendations as part of PlanSpokane, the state-mandated comprehensive plan update due at the end of 2026; and

WHEREAS, on October 23, 2023, City Council adopted OPR 2023-1071, an interlocal agreement with Spokane County and the Spokane Transit Authority to accept funds and establish a framework for planning for TOD on the Division Bus Rapid Transit corridor; and

WHEREAS, the City of Spokane is also undertaking a major update to the Unified Development Code contained in Spokane Municipal Code Title 17, commonly called "BuildSpokane", for which a consultant contract was approved by City Council by ORD C36773; and

WHEREAS, academic studies confirm that drive-through facilities and other automobile-oriented uses increase the risk of conflict with people walking, biking, and rolling; and

WHEREAS, the Comprehensive Plan includes policies and goals to encourage TOD and prevent automobile-oriented land uses that are harmful to the goals of TOD, including LU 3.1, LU 3.2, LU 4.6, and TR Goal C; and

WHEREAS, relevant policies in the Comprehensive Plan have been confirmed through public outreach for PlanSpokane, and are likely to remain or be enhanced through the periodic update; and

WHEREAS, without immediate action, the establishment of new automobile-oriented uses in TOD areas could lead to long-term effects that run counter to the adopted goals, plans, and aims of the City of Spokane for pedestrian safety and TOD, as exemplified by the aforementioned planning efforts; and

WHEREAS, a moratorium enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of a moratorium without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995)); and

WHEREAS, the City desires to impose a moratorium on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses in areas identified in Exhibit A, which is incorporated into these findings by reference; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council finds that without an immediate moratorium on the acceptance, processing, and approval of building permit applications for Drive-Through Facilities and Quick-Vehicle Servicing uses in the moratorium zone, people walking, biking, and using public transportation in the moratorium zone will be subject to higher safety risk even while the City and other agencies make investments to encourage increased walking, biking, and transit activity, undermining the City's legitimate policy of protecting the public health, welfare, and safety within the moratorium zone; and

WHEREAS, the City Council finds that the need for the moratorium established under this ordinance is sudden, unexpected, and requires immediate action to prevent or mitigate the threat; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from a delay in imposition of a moratorium, which could result in vested, nonconforming uses that are inconsistent with long-term plans for drive-through facilities and quick vehicle-servicing uses, resulting in harm to the community or government functions; and

WHEREAS, the City Council finds that the moratorium established by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does ordain:

**Section 1.** Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this ordinance. The City Council may, at its discretion, adopt additional findings after the public hearing referenced below in Section 3.

**Section 2.** Moratorium Imposed. A moratorium is imposed on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses on parcels wholly or partially in the area shown in the attached Exhibit A (referred to herein as the "moratorium zone").

During the term of this moratorium, the City will not accept, process, or approve building permit applications for Drive-Through Facilities or Quick-Vehicle Servicing uses on parcels wholly or partially in the moratorium zone. Drive-Through Facilities and Quick-Vehicle Servicing uses are as defined in Chapter 17C.190 of the Spokane Municipal Code.

This moratorium does not apply to any pending building permit applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

**Section 3.** Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this moratorium on June 1, 2026. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium.

**Section 4.** Work Plan. The Planning and Economic Development Department shall continue to study, conduct additional public engagement, and implement regulations for Drive-Through Facilities and Quick Vehicle Servicing uses in TOD areas as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code.

**Section 5.** Duration. The moratorium imposed by this ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this ordinance.

**Section 6.** Declaration of Emergency and Effective Date. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

**Section 7**. 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.

**PASSED BY THE CITY COUNCIL ON** April 13, 2026

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Lisa Brown

Mayor

April 21, 2026

Date

April 13, 2026

Effective Date

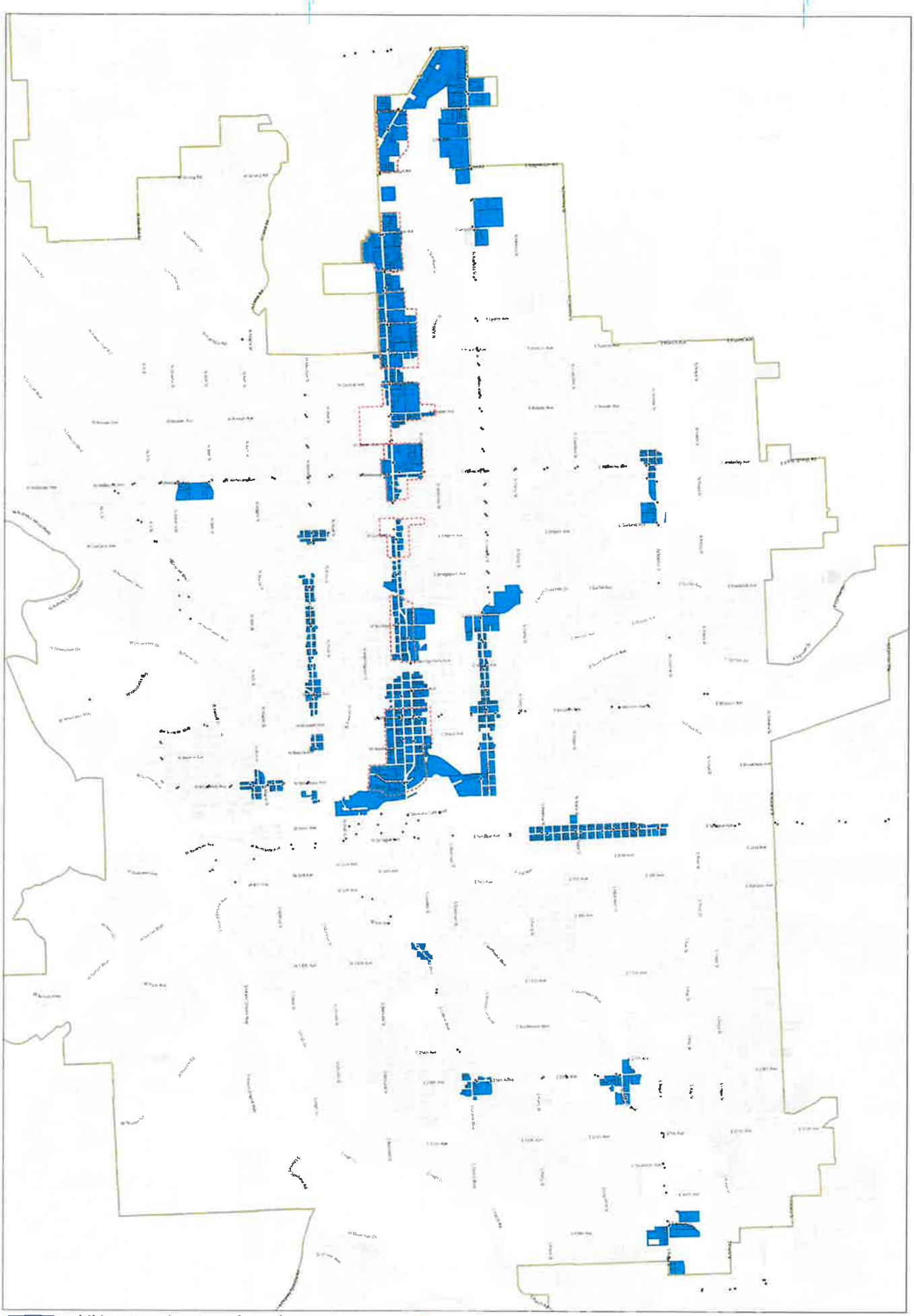

**Exhibit A: Transit-Oriented Development**
**Auto-Oriented Uses Building Permit Moratorium**

Department of Planning & Economic Development
Draft Date: 04/08/2026

Moratorium Zone
City of Spokane Boundary
Division TOD Study Area
High-Performance Transit Stop (STA routes 1, 4, 9, 21, 25, 28, 33)
Parcel

0 0.25 0.5 0.75 1 mi

N

*Areas not shown on the map do not have parcels included in the moratorium area