

Spokane Park Board Agenda

3:30 p.m. Thursday, April 13, 2023 In-person in City Hall Council Chambers and WebEx virtual meeting Call in: 408-418-9388 Access code: 2494 530 5808

Park Board Members

Bob Anderson – President Gerry Sperling – Vice President Garrett Jones – Secretary Nick Sumner Greta Gilman Sally Lodato Jennifer Ogden Barb Richey Hannah Kitz Kevin Brownlee Christina VerHeul Jonathan Bingle – City Council liaison

Agenda

1. Roll call: Bob Anderson

2. Additions or deletions to the agenda:

3. **Open forum:** (The Park Board shall hold an open public comment period for items not listed on the agenda.) *Public comment on current agenda items will take place after staff/Board briefings as listed on the current agenda.

4. **Consent agenda:**

- A. Administrative/committee-level items
 - 1) March 9, 2023, regular Park Board meeting minutes
 - 2) March 16, 2023, special Park Board meeting minutes
 - 3) Claims March 2023
 - 4) Liberty Park Library lease agreement amendment 3 for refuse receptacle enclosure (revenue of \$33,500.00) – Berry Ellison
 - 5) Northwest Playground Equipment, Inc. playground surfacing & installation contract / Liberty Park (\$138,173.58 plus tax) Berry Ellison
 - On-Call Electrician Services contract amendment with Electric City Inc. (compensation not to exceed \$100,000 per year, for each of the remaining years of the contract) – Carl Strong
 - 7) Bacon Concrete, Inc change order #8/West Havermale (\$24,986.00, plus tax) -

Berry Ellison

- 8) ICCU sponsorship agreement (\$51,000) Amy Lindsey
- 9) Garco Construction agreement amendment #1/On-call light blade repair (\$75,000 plus tax) Jonathan Moog
- 10)Spirit Pruners, LLC. Change Order #2 / Downriver Golf Course Forest Health Management (\$9,350.00 plus tax) – Nick Hamad

5. Special guests

A. Friends of Manito Park Annual Review – Kelly Brown

6. Financial report and budget update: Rich Lentz

7. **Special discussion/action items**

- A. Preliminary recommendation selecting Upriver Park as the location for an official south hill dog park / Upriver Park (no cost) Nick Hamad
- B. Park Classifications & Park Property Development Assessment / All Parks (no cost) Nick Hamad
- 8. **Committee reports action items:**

Urban Forestry Tree Committee: The April 4, 2023, meeting was canceled - Kevin Brownlee

A. Action items: None

Land Committee: April 5, 2023 - Greta Gilman

- A. Action items:
 - 1. AllPlay Systems, LLC contract for play equipment, surfacing, & installation / Wildhorse Park playground project (\$130,694.59) Berry Ellison

Recreation Committee: The April 5, 2023, meeting was canceled – Sally Lodato

A. Action items: None

Riverfront Park Committee: April 10, 2023 - Gerry Sperling

- A. Action items:
 - 1. Garco Construction, Inc./ Riverfront Park South Suspension Bridge Renovation Construction (\$2,099,949.90, tax inclusive) Nick Hamad
 - 2. Doppelmayr USA master agreement amendment (\$90,000, tax inclusive) Jonathan Moog

Golf Committee: April 11, 2023 – Nick Sumner

A. Action items: None

Finance Committee: April 11, 2023 – Bob Anderson A. Action items: None

Development & Volunteer Committee: The March 15, 2023, meeting was canceled – Jennifer Ogden A. Action items: None

9. **Reports**

A. President: Bob Anderson

B. Liaisons:

- 1. Conservation Futures Nick Sumner
- 2. Parks Foundation Barb Richey
- 3. City Council Jonathan Bingle

C. Director: Garrett Jones

- 10. Executive session A. None
- 11. **Correspondence** A. Letters/emails: None
- 12. Adjournment

13. Meeting dates:

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. May 2, 2023, Location TBD, and virtually via WebEx

Land Committee: 3:30 p.m. May 3, 2023, Location TBD, and virtually via WebEx

Recreation Committee: 5:15 p.m. May 3, 2023, Location TBD, and virtually via WebEx

Riverfront Park Committee: 4:00 p.m. May 8, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. May 9, 2023, Location TBD, and virtually via WebEx

Finance Committee: 3:00 p.m. May 9, 2023, Location TBD, and virtually via WebEx

Development & Volunteer Committee: 3:00 p.m. April 19, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

- B. Park Board: 3:30 p.m. May 11, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx
- C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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 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 509.625.6383, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or <u>dmoss@spokanecity.org</u>. 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.

CITY OF SPOKANE PARK AND RECREATION DIVISION MARCH 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - APRIL 13, 2023

PARKS & RECREATION:

SALARIES & WAGES	\$ 829,298.17
MAINTENANCE & OPERATIONS	\$ 808,878.87
CAPITAL OUTLAY	\$ 8,250.65
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 45,001.25
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 3,370.00
GOLF:	
SALARIES & WAGES	\$ 99,994.47
MAINTENANCE & OPERATIONS	\$ 92,000.53
CAPITAL OUTLAY	
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 1,886,793.94

Spokane Park Board Briefing Paper



Committee	Land						
Committee meeting date	April 5, 2023						
Requester	Berry Ellison		Phone number: 6	25-6276			
Type of agenda item	OConsent	ODiscussion	OInformation	Action			
Type of contract/agreement	ONew ORe	newal/ext. OLease	Amendment/chang	e order Other			
City Clerks file (OPR or policy #)	OPR 2019-053	4					
Item title: (Use exact language noted on the agenda)	Liberty Library	Lease Amendment #3	- Refuse Receptacle Er	closure			
Begin/end dates	Begins: 04/13/2	2023 Ends:		✓ Open ended			
Background/history: The Library at Liberty Park would care to pay for the Liberty Park refuse dumpster enclosure and amend the current lease. If approved, the Library would reimburse Parks \$35,500 for the cost to build the dumpster enclosure. In return, the library will be allowed to share the use of the dumpster for the duration of the lease.							
Motion wording: Move to approve Liberty Library Lease A \$35,500.00.	greement Amen	dment 3 for Refuse Re	ceptacle Enclosure with	Revenue of			
Approvals/signatures outside Parks:	• Yes	O No					
If so, who/what department, agency or concerning the second secon		s: director@spokanelik	prarv.org Phone:	509 444-5310			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:		nhamad@spok cstrong@spok	anecity.org				
Fiscal impact: 🔘 Expenditure	Revenue						
Amount: \$35,000.00		Budget code: 1950					
Vendor: C Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		W-9 (for new ACH Forms (f	contractors/consultants/ or new contractors/consu rtificate (min. \$1 million ir	ltants/vendors			

THIRD AMENDMENT TO LIBERTY PARK LIBRARY BRANCH

LAND LEASE AND USE AGREEMENT

This Third Amendment to the Liberty Park Library Branch Land Lease and Use Agreement is made and entered into by and between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board"), individually hereafter referenced as a "party," and together as the "parties."

WHEREAS, the parties entered into the Liberty Park Library Branch Land Lease and Use Agreement ("Agreement") in July of 2017 to provide for the construction and operation of the Liberty Park Library as a result of the voter approved bond proposition to finance Spokane Public Library capital improvements, including the construction of the Liberty Park Library Branch; and

WHEREAS, the Agreement provided in part for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate the Liberty Park Library Branch located on Park property; and

WHEREAS, the parties maintain a shared parking lot used for both Library and Park purposes; and

WHEREAS, the Parks Department is preparing to complete certain public improvements to Liberty Park, including restroom renovation, electrical renovation and construction of a refuse receptacle enclosure; and

WHEREAS, the Park Department's construction bid/contract documents indicate the cost of the refuse receptacle enclosure to be \$33,500; and WHEREAS, the parties have a need for garbage/refuse services to serve the needs of both the Library branch and Parks; and

WHEREAS, the parties are in agreement regarding the construction of a refuse receptacle enclosure to be located adjacent to the parking lot.

NOW, THEREFORE, the parties agree as follows:

1) CONTRACT DOCUMENTS.

The Liberty Park Library Branch Land Lease and Use Agreement, dated July 15, 2017 and July 16, 2017, any previous amendments, addendums and/or extensions/renewals thereof, 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 Third Amendment to the Liberty Park Library Branch Land Lease and Use Agreement shall become effective upon signature of the parties.

3) AMENDMENT.

A new paragraph is added to Land Lease and Use Agreement designated as follows:

8. Refuse Receptacle Enclosure

The Park Board agrees to construct a refuse receptacle enclosure ("enclosure") adjacent to the shared parking lot to be used for municipal refuse collection. The Park Board shall have sole discretion as to the location of the enclosure, after consultation with Library staff, and shall be responsible for the construction and future maintenance of the enclosure as well as all site improvements. The Library Board agrees to contribute THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$33,500.00) as its total contribution of the cost of construction.

The parties agree to share future use of the enclosure and related refuse receptacle for purposes of their respective municipal refuse services.

SPOKANE PARK BOARD	ŝ
Ву:	Date
(Name)	
(Title)	
SPOKANE PUBLIC LIBRARY By:	<u>3/7/23</u> Date
Approved as to form:	Attest:
michel Weccob	City Clork
Assistant City Attorney	City Clerk

Spokane Park Board Briefing Paper



Committee	Land						
Committee meeting date	April 5, 2023						
Requester	Berry Ellison	Phone nu	u mber : 625-6276				
Type of agenda item	OConsent ODiscussio	on OInformat	tion OAction				
Type of contract/agreement	●New ○Renewal/ext. ()Lease OAmendme	nt/change order OOther				
City Clerks file (OPR or policy #)							
Item title : (Use exact language noted on the agenda)	Northwest Playground Equip installation/Liberty Park playg						
Begin/end dates	Begins: 04/13/2023	Ends: <u>12/31/2023</u>	Open ended				
Background/history: Liberty Park Playground Renovations include a new 4,386sf playground area with semi-custom play equipment for children aged 2-12. Playground surfacing is a long-lasting, ADA compliant rubber product of uniform thickness and colored wearing top-course. Northwest Playground, Inc. offered a reasonable product cost with shipping & installation through the NASPO Contract #6480 competitive process resulting in over \$20,000 in discounts. Note: This quote follows the NASPO Contract #6480 competitive process.							
Motion wording: Move to approve Northwest Playground B Park playground project in the amount of			stallation for the Liberty				
Approvals/signatures outside Parks: If so, who/what department, agency or content of the Name: Chris Brummett	Yes O No ompany: Northwest Playgro Email address: Chrisb@nw		Phone: 509 520-6053				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:	sales@	ad@spokanecity.org Dnwplayground.com ray@spokanecity.org					
Fiscal impact: Expenditure Amount: \$ 138,173.58 (plus tax)	Revenue Budget code 1425-88153 (ARPA fund	-94760-56414-97248					
Vendor: ● Existing vendor Supporting documents: ● Quotes/solicitation (RFP, RFQ, RFB) ● Contractor is on the City's A&E Roster - Contractor is on	City of Spokane 🛛 🗌 ACH	9 (for new contractors/cor I Forms (for new contract urance Certificate (min. \$1					

City Clerk's No. _____



City of Spokane Parks And Recreation Department

PUBLIC WORKS CONTRACT

Title: FURNISH AND INSTALL PLAYGROUND SURFACING

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **NORTHWEST PLAYGROUND EQUIPMENT, INC.**, whose address is PO Box 2410, Issaquah, Washington, 98027 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to **Furnish and Install Playground Surfacing for Liberty Park**; and

WHEREAS, the Contractor was selected from NASPO ValuePoint Master Agreement for Washington State Contract No. 6480; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G)) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

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. <u>TERM OF CONTRACT</u>. The term of this Contract begins on April 13, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

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

3. <u>SCOPE OF WORK</u>. The Contractor's General Scope of Work for this Contract is described in Contractor's Quote No. 327023, which is attached as Exhibit B and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools,

construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Furnish and Install Playground Surfacing for Liberty Park.**

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. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-THREE AND 58/100 DOLLARS (\$138,173.58)**, not including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

5. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. 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.

INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its 10. 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.

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

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

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

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

13. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

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

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

- 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

22. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

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

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

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

NORTHWEST PLAYGROUND EQUIPMENT, INC.

CITY OF SPOKANE

By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract: Exhibit A - Certification Regarding Debarment Exhibit B - Contractor's Quote dated March 27, 202 Attachment - ARP/CSLFRF CFDA 21.027 Attachment – General Terms and Conditions	23

23-066

EXHIBIT A CERTIFICATION REGARDING DEBARMENT

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part
180,
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals;
(a) Are not presently debarred, suspended, proposed for disbarment, declared incligible, or voluntarily excluded
from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement
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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction
(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower the 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 Agreement that it will include the following required certification, 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.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed
for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered
transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and
Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in
obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements
described above.

Go to next page.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification						
The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.						
If certain conditions are met, Grantee must provide names and total compen Executives. Please answer question 1, and follow the instructions. If directe instructions.						
 In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of contracts and subcontracts and other Federal financial assistance subject to AND (b) \$25,000,000 or more in annual gross revenues from contracts and subject to the Transparency Act, as defined in 2 CFR 170.320? Yes If yes, answer question 2 below. If no, stop, you are not required to report names and compensation. Please sign and 	the Transparency Act, as defined in 2 CFR 170.320; subcontracts and other Federal financial assistance					
 2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986? Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. No If no, you are required to report names and compensation. Please fill out the remainder of this form. 						
Please provide the names and Total Compensation of the top five most high	ly compensated Executives in the space below.					
Name:	Total Compensation:					
Name:	Total Compensation:					
Name:	Total Compensation:					
Name:	Total Compensation:					
Name:	Total Compensation:					
The Grantee certifies that the information contained of By: Chris McGarvey (Mar 27, 2023 17:48 PDT) Title: President, Northwest Playground Equipment, Inc.	on this form is true and accurate.					
Date: Mar 27, 2023						

EXHIBIT B CONTRACTOR'S QUOTE DATED MARCH 27, 2023



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

QUOTE

This quote is only valid for 30 days.

	This quote is only valuator 50 days.				
To:	Spokane Parks		Quote #		3272023
Re:	Liberty Park PIP Surfacing		Date:		3/27/2023
Email:	bellison@spokanecity.org	Phone: Cell/Fax:			-
Qty			Price		Total Price
	EQUIPMENT				
	Flex Ground				
1	Pour In Place safety surfacing. Wear Layer to be a 100% Color mix Aliphatic/Aromatic Resin UNIFORM thickness of 2.5" -4" (6'-9' CFH r Wear course is to be 5/8" thick, created by a mixture of premium colo	with nax.) pred	\$ 155,673.31	\$	155,673.31
1	80 Cubic Yards of EWF surfacing- dumped on site and installed with	fabric.		\$	3,240.00
		Equir	oment Subtotal	\$	158,913.31
	NASPO Value Point Cooperative Purchasing Discount:				(15,567.33)
					(4,670.20)
				\$	(502.20)
			Freight:	*	()
	E	quipment T	otal (less tax)	\$	138,173.58
	CERTIFIED INSTALLATION				
	Installation included in the above pricing				
	Re: Name: Email: Qty 1	Re: Liberty Park PIP Surfacing Name: Berry Ellison Email: bellison@spokanecity.org Qty Description EQUIPMENT Flex Ground 1 Poured-In-Place Rubber Surfacing. Provide & install 4386 Square F Pour In Place safety surfacing. Wear Layer to be a 100% Color mix Aliphatic/Aromatic Resin UNIFORM thickness of 2.5" -4" (6'-9' CFH r Wear course is to be 5/8" thick, created by a mixture of premium color particles mixed with black and polyurethane binder. Price includes fr installation. quote based upon drawing provided on 3/23/23 1 80 Cubic Yards of EWF surfacing- dumped on site and installed with NASPO Value Point Cooperative Purchasing Discount: KERTIFIED INSTALLATION	Re: Liberty Park PIP Surfacing Name: Berry Ellison Phone: Email: bellison@spokanecity.org Cell/Fax: Oty Description EQUIPMENT Flex Ground 1 Poured-In-Place Rubber Surfacing. Provide & install 4386 Square Feet of Pour In Place safety surfacing. Wear Layer to be a 100% Color mix with Aliphatic/Aromatic Resin UNIFORM thickness of 2.5" -4" (6'-9' CFH max.) Wear course is to be 5/8" thick, created by a mixture of premium colored particles mixed with black and polyurethane binder. Price includes freight and installation. quote based upon drawing provided on 3/23/23 1 80 Cubic Yards of EWF surfacing- dumped on site and installed with fabric. NASPO Value Point Cooperative Purchasing Discount: Equipment T Equipment T CERTIFIED INSTALLATION	Re: Liberty Park PIP Surfacing Date: Name: Berry Ellison Phone: 509.6 Email: bellison@spokanecity.org Cell/Fax: Oty Description Price EQUIPMENT Flex Ground 1 Poured-In-Place Rubber Surfacing. Provide & install 4386 Square Feet of Pour In Place safety surfacing. Wear Layer to be a 100% Color mix with Aliphatic/Aromatic Resin UNIFORM thickness of 2.5" -4" (6'-9' CFH max.) Wear course is to be 5/8" thick, created by a mixture of premium colored particles mixed with black and polyurethane binder. Price includes freight and installation. quote based upon drawing provided on 3/23/23 Equipment Subtotal 1 80 Cubic Yards of EWF surfacing- dumped on site and installed with fabric. Equipment Subtotal NASPO Value Point Cooperative Purchasing Discount: NASPO NPEI 3.00% NPEI NPEI 3.00% NPEI 15.50% Freight: Equipment Total (less tax)	Re: Liberty Park PIP Surfacing Date: Vame: Berry Ellison Phone: 509.625.62 Email: bellison @ spokanecity.org Cell/Fax: Oty Oty Description Price Price EQUIPMENT Flex Ground 1 Poured-In-Place Rubber Surfacing. Provide & install 4386 Square Feet of Pour In Place safety surfacing. Wear Layer to be a 100% Color mix with Aliphatic/Aromatic Resin UNIFORM thickness of 2.5" -4" (6'-9' CFH max.) Wear course is to be 5/8" thick, created by a mixture of premium colored particles mixed with black and polyurethane binder. Price includes freight and installation. quote based upon drawing provided on 3/23/23 1 80 Cubic Yards of EWF surfacing- dumped on site and installed with fabric. \$ 1 80 Cubic Yards of EWF surfacing- dumped on site and installed with fabric. \$ NASPO Value Point Cooperative Purchasing Discount: NASPO 10.00% \$ NPEI \$ NASPO Value Point Cooperative Purchasing Discount: NASPO 10.00% \$ NPEI \$ reight: Freight: Equipment Total (less tax) \$ CERTIFIED INSTALLATION \$

		Ins	tallation Total:	\$ -
Bond	Performance Bond (If R	equired):	3.0%	\$ -
CC Convenience Fee:	Credit Card (If R	3.5%	\$ -	
Location Code:	Resale Certificate Required for Tax Exemption:	Tax:	9.0%	\$ 12,435.62
		OR	DER TOTAL:	\$ 150,609.20

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote) The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Karen Weiser Sales Assistant

Customer Signature

Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194 Email: sales@nwplayground.com

Project Name: Liberty Park PIP Surfacing

Quote # 3272023

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

Orders placed or requested for delivery after 30 days are subject to price increases.

*_____(Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically excludes all of the following:

Required Permits Performance/Payment Bonds Site work and landscaping Removal of existing equipment Storage of equipment Equipment assembly and/or installation Borders or drainage requirements Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled. ***_____(Pls Initial)Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List. ***_____(Pls Initial)Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Sales Assistant

Customer Signature Thank you for choosing Northwest Playground Equipment! Date

ATTACHMENT ARP/CSLFRF CFDA 21.027

ATTACHMENT A- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Funding Authority: U.S. Department of Treasury CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations. Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92). Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Policy and Conservation Act (PL 94-163, as amended), Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act–Does not apply to projects funded solely with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4)):
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));

- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is 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.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Mar 27, 2023 Signature, Administrator, or Applicant Agency

Date

Chris McGarvey, Northwest Playground President

print name and title

Chris McGarvey (Mar 27, 2023 08:10 PDT)

ATTACHMENT GENERAL TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

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.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm 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. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

12. 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.

13. DISPUTES

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

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. 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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Chris McGarvey (Mar 27, 2023 17:49 PDT)

Mar 27, 2023

President, Northwest Playground



< Business Lookup

License Inform	New search	Back to results	
Entity name:	NORTHWEST PLAYGROUND EQUIPMENT, INC.		
Business name:	NORTHWEST PLAYGROUND EQUIPMENT, INC.		
Entity type:	Profit Corporation		
UBI #:	601-691-557		
Business ID:	001		
Location ID:	0001		
Location:	Active		
Location address:	345 NW DOGWOOD ST ISSAQUAH WA 98027-3216		
Mailing address:	PO BOX 2410 ISSAQUAH WA 98027-0109		

2

Excise tax and reseller per	mit status:		Click here		
Secretary of State status:			Click here		
				Page 2 of 3	
Endorsements				Filter	
Endorsements held at this lo	D License #	Count	Details	Status	Expiration da First issuance
Moses Lake General Business - Non-Resident	BL2021-088	9		Active	Feb-29-2024 Dec-28-2021
Mount Vernon General Business - Non-Resident				Active	Feb-29-2024 Sep-19-2008
Oak Harbor General Business - Non-Resident	BL-004084			Active	Feb-29-2024 Apr-16-2007
Pasco General Business - Non-Resident	25292			Active	Feb-29-2024 Jul-15-2014
Port Orchard General Business - Non-Resident	B007275			Active	Feb-29-2024 Feb-06-2012
Port Townsend General Business - Non-Resident				Active	Nov-30-2023 Jan-04-2023
			\checkmark		

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Poulsbo General Business - Non-Resident				Active	Feb-29-2024	Mar-25-2013
Redmond General Business - Non-Resident	RED08-00007	7		Active	Feb-29-2024	Apr-08-2008
Richland General Business - Non-Resident	F03			Active	Feb-29-2024	Sep-17-2014
Sammamish General Business - Non-Resident				Active	Feb-29-2024	Jun-10-2003
Sedro Woolley General Business - Non-Resident				Active	Jan-31-2024	Jan-15-2023
South Bend General Business - Non-Resident	20-440			Active	Feb-29-2024	Apr-29-2020
Spokane General Business - Non-Resident	T12030274BL			Active	Feb-29-2024	Oct-15-2012
Tukwila General Business - Non-Resident				Active	Jul-31-2023	Jul-25-2022
Vancouver General Business - Non-Resident			\sim	Active	Feb-29-2024	Jan-28-2021

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

Governing people	Title
ARNESON, ERIC	
MC GARVEY, CAROLYN	
MC GARVEY, ROBERT	
MCGARVEY, CHRIS	
	The Business Lookup information is updated nightly. Search date and time: 4/4/2023 11:01:49 AM

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ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2023

С В	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL	Y OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED BY TH	E POLICIES
IN If	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject	is an to th	ADD	ITIONAL INSURED, the prime and conditions of the	ne polic	y, certain p	olicies may r		
	is certificate does not confer rights t	o the	cert	ificate holder in lieu of si	UCh end	ст	/		
-	DICE Insurance, LLC 8				NAME: PHONE		Ghaffari	FAY	
1715 Market Street STE 100						739-9955			
Kirkland WA 98033 ADDRESS: Service@choiceinsurance.net									
						INS	SURER(S) AFFOR	DING COVERAGE	NAIC #
				(425) 313-9161	INSURE	RA:Wester	n National	Mutual Insura	15377
INSURED (425) 313-9161 Northwest Playground Equipment Inc					INSURE	RB:			
Pla	y Safe Construction, Inc.				INSURE	RC:			
PO	Box 2410				INSURE	RD:			
Issaquah WA 98027				INSURE	RE:				
					INSURE	RF:			
				NUMBER:Cert ID 26				REVISION NUMBER:	
IN C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	equir Pert Polic	EME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT	OR OTHER D	DOCUMENT WITH RESPECT TO	WHICH THIS
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	Y	Y	CPP1037280		03/01/2023	03/01/2024	PREMISES (Ea occurrence) \$	100,000
								MED EXP (Any one person) \$	5,000
								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:								
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	1,000,000
A	X ANY AUTO			CPP1037051		03/01/2023	03/01/2024	BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) \$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
								\$	
A	X UMBRELLA LIAB X OCCUR			UMB1006108		03/01/2023	03/01/2024	EACH OCCURRENCE \$	5,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	5,000,000
	DED X RETENTION \$ 10,000							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CPP1037280		03/01/2023	03/01/2024	PER STATUTE X OTH- ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WA State Stop Gap				E.L. EACH ACCIDENT \$	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							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: Liberty Park Playground Project. Certificate Holder is included as Additional Insureds with respect to work performed by or on behalf of the Named Insured and coverage is Primary & Non-Contributory per Endorsement WNGL49.									
Wai	ver of Subrogation included p	er E	ndor	sement CGMU0009. Co	mplete	ed operati	ons includ	ed per	
	orsement WNGL50. Additional								
					-				
CE						ELLATION			
								ESCRIBED POLICIES BE CANCEI REOF, NOTICE WILL BE DI	
	City of Spokane Parks &	Per		tion				Y PROVISIONS.	
	CITY OF SPOKANE PARKS &	кес	.reat						
	808 W. Spokane Falls H	lvd,				RIZED REPRESE	NTATIVE		
	Conductor IVI 00001				N	1511-66			
	Spokane WA 99201				00				
_					-	© 19	88-2015 AC	ORD CORPORATION. All rig	hts reserved.

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Spokane Park Board Briefing Paper



Committee	Land Committe	e		
Committee meeting date	April 5, 2023			
Requester	Carl Strong		Phone number: 363-54	15
Type of agenda item	OConsent	ODiscussion	OInformation	Action
Type of contract/agreement	ONew ORe	newal/ext. OLease	Amendment/change orde	r 🔘 Other
City Clerks file (OPR or policy #)	OPR 2022-041	7		
Item title : (Use exact language noted on the agenda)		not to exceed \$100,00	amendment with Electric City I 00 per year, for each of the rem	
Begin/end dates	Begins: 06/01/2	2022 Ends:	05/31/2024	Open ended
Background/history:	4			
City Inc. with an initial am has already exceeded \$40 increase in the compensa Motion wording: Move to amend the contract with Electric	6,000 for th tion not to	ne year causir exceed \$100,	ng park staff to requ 000 per year.	est an
remaining years of the contract. Approvals/signatures outside Parks: If so, who/what department, agency or contract.	Ves ompany: Email address	• No	Phone:	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Carl Strong Grant Management Department/Name:				
Fiscal impact: (•) Expenditure	() Revenue			
Amount: \$100,000/year	0	Budget code: 1400-54500-76810-4	54802	
		To be divided amon	g budget codes as needed:	
			anito, Finch, Golf & Riverfront	
Vendor: ● Existing vendor Supporting documents: ✓ Quotes/solicitation (RFP, RFQ, RFB) ✓ Contractor is on the City's A&E Roster - C ✓ UBI: 602 782 445 Business license exp		W-9 (for new ACH Forms (v contractors/consultants/vendor for new contractors/consultants/v ertificate (min. \$1 million in Gener	vendors



< Business Lookup

License Inform	nation:	New search	Back to results
Entity name:	ELECTRIC CITY, INC.		
Business name:	ELECTRIC CITY, INC.		
Entity type:	Profit Corporation		
UBI #:	602-782-445		
Business ID:	001		
Location ID:	0001		
Location:	Active		
Location address:	16019 E LACROSSE LN SPOKANE VALLEY WA 99216-1600		
Mailing address:	PO BOX 11707 SPOKANE VALLEY WA 99211-1707		
	\sim		

Excise tax and reseller permit status:		Click here		
Secretary of State status:		Click here		
Endorsements				
Endorsements held at this lo License # C	ount D	etails	Status	Expiration da First issuance
Spokane General Business T11053007BL - Non-Resident			Active	Nov-30-2023 Oct-15-2012
Spokane Valley General Business			Active	Nov-30-2023 Oct-24-2008
Governing People May include governing	people not registered	with Secretary of State		
Governing people		Title		
MILLER, KEVIN				
RIGSBY, BILLY				
Registered Trade Names				
Registered trade names	Status			First issued
ELECTRIC CITY, INC.	Active			Dec-10-2007
		\checkmark		

The Business Lookup information is updated nightly. Search date and time: 4/5/2023 7:11:00 AM

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AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS TIEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED http://www.author.com/orgenetics//authorized/linear-authorized
policy, certain policies may require an endorsement. A statement on endorsement(s). YACT Dylan Arre NE_st: (509) 789-7442 INSURER(S) AFFORDING COVERAGE INSURER(S) AFFORDING COVERAGE INSURER(S) AFFORDING COVERAGE INSURER(S) AFFORDING COVERAGE INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Company URER B: URER C: URER C: URER C: URER C: URER F: E BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD F ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, POLICY EFF POLICY EFF I/1/2023 1/1/2024 1/1/2024 1/1/2023 1/1/2024 1/1/2023 1/1/2024 1/1/2024 1/1/2024 1/1/2024 1/1/2024 I/1/2024
Interce Fax (AC, No): Insurer(S) Affording Coverage Naic # Insurer(S) Affording Coverage Naic # Urrer A : Cincinnati Indemnity Company 23280 URER B : Urrer D: URER C : Urrer D: URER F : URER C : URER F : URER C : URER F : EBEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD F ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS BY THE POLICIES DESCRIBED HEREID HEREIN IS SUBJECT TO ALL THE TERMS, IN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EFF MMIDD/YYY) MMIDD/YYY) I/1/2023 1/1/2024 EACH OCCURRENCE \$ 1/1/2023 1/1/2024 EACH OCCURRENCE \$ I/1/2023 1/1/2024 EACH OCCURRENCE \$ I/1/2023 1/1/2024 BODILY INJURY (Person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ PER COURRENCE \$ AGGREGATE \$ STATUTE \$
PME (No, Ext): (509) 789-7442 FAX (A/C, No): Alless: darre@paynewest.com NAIC # INSURER(S) AFforDING COVERAGE NAIC # URER A : Cincinnati Indemnity Company 23280 URER B :
INSURER(S) AFFORDING COVERAGE NAIC # URER A : Cincinnati Indemnity Company 23280 URER B :
URER A : Cincinnati Indemnity Company 23280 URER B :
URER B : URER C : URER C : URER D : URER E : URER F :
URER C : URER D : URER D : URER F : BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD F ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, IN REDUCED BY PAID CLAIMS. POLICY EFF (MM/DD/YYYY) MM/DD/YYYY) MM/DD/YYYY) LIMITS EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED \$ 1,000,00 MED EXP (Any one person) \$ 10,00 MED EXP (Any one person) \$ 10,00,00 PERSONAL & ADV INJURY \$ 1,000,00 WA STOP GAP \$ 1,000,00 WA STOP CAP \$ 1,000,00 WA STOP CA
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1/1/2023 1/1/2024 Aggregate 1,000,000 1/1/2023 1/1/2024 Disaster/Job Site 50,000
1/1/2023 1/1/2024 Aggregate

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4	CORD	EF	RTI	FICATE OF LIA	ABIL			LECCIT-01	DATE	NEIGHBORS (MM/DD/YYYY) /7/2022
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	IVEL	Y O	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTE	ND OR ALT	FER THE C	OVERAGE AFFORDED	BY TH	E POLICIES
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	DUCER	Une	Cen	incate noider in neu or st		T Dylan A				
Spo	kane Office neWest Insurance, a Marsh McLenna	n Aa	ancy	LLC Company	PHONE (A/C, No	, Ext): (509) 7	789-7442	FAX (A/C, No):		
501	N. Riverpoint Blvd., Ste 403	плу	ency	LLC Company	E-MAIL	ss: darre@p	aynewest.	com		
Spo	kane, WA 99202							RDING COVERAGE		NAIC #
							nati Indemr	nity Company		23280
INSU					INSURE					
	Electric City, Inc. PO Box 11707				INSURE					
	Spokane, WA 99211				INSURE					
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LTR		ADDL	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		S	1,000,000
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	x		ECP 0173300		1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
								MED EXP (Any one person)	\$	10,000 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$	2,000,000
8	POLICY X PRC- LOC							PRODUCTS - COMP/OP AGG	э \$	2,000,000
	OTHER:							WA STOP GAP	\$	1,000,000
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
1	X ANY AUTO OWNED SCHEDULED			ECP 0173300		1/1/2023	1/1/2024	BODILY INJURY (Per person)	\$	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
8	If yes, describe under							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		
Α	DÉSCRIPTION OF OPERATIONS below Errors & Omissions			ECP 0173300		1/1/2023	1/1/2024	Aggregate	\$	1,000,000
Α	Intallation Floater			ECP 0173300		1/1/2023	1/1/2024	Disaster/Job Site		50,000
DES City	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC of Spokane Parks & Recreation Depart	LES (/ ment	ACORI	D 101, Additional Remarks Schedu Ided as additional insured	le, may be per atta	attached if mor ched form as	re space is requi s respects to	^{red)} : Work under written cont	ract.	

ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ATE THEREOF, NOTICE WILL BE DELIVERED IN HE POLICY PROVISIONS.
IVE

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Return to Agenda

Spokane Park Board Briefing Paper



Committee	Riverfront			
Committee meeting date	April 10, 2023			
Requester	Berry Ellison		Phone numbe	r : 625-6276
Type of agenda item	OConsent	ODiscussion	 Information 	OAction
Type of contract/agreement	ONew ORe	enewal/ext. OLease	• Amendment/cha	ange order OOther
City Clerks file (OPR or policy #)	2020-0173			
Item title : (Use exact language noted on the agenda)	Bacon Concre	te, Inc change order #8	/West Havermale (\$2	24,986.00, plus tax)
Begin/end dates	Begins: 04/13/	2023 Ends:	12/31/2023	Open ended
Bacon Concrete is the General Contractor for the West Havermale project. The project includes installation and finishing of the Stepwell Sculpture by Meejin Yoon. The Stepwell sculpture is currently being finished and targeted for opening to the public on May 6, 2023. As the project was held-over for the winter, the several light fixtures were vandalized and need to be replaced. Adjacent irrigation systems must be repaired in order for this site to function properly. And other incidental work is required to complete the project. Staff has negotiated the scope and fee with the contractor and believes it is appropriate and within budget. The cost of the work is funded by excess Redevelopment Bond funds. Motion wording: Move to approve Bacon Concrete, Inc. Change Order #8 for West Havermale in the amount of \$24,986.00 (plus tax) from Riverfront Park Redevelopment Bond. Approvals/signatures outside Parks: Yes No If so, who/what department, agency or company: Bacon Concrete, Inc. Name: Greg Bacon Email address: greg@baconconcrete.com Phone: 509 924-3900				
Name: Greg Bacon			te.com Pho	ne: 509 924-3900
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name: Fiscal impact: • Expenditure	Revenue	nhamad@społ jmoog@spoka dlarnold@spok ccroskey@spo gjones@spoka	necity.org kanecity.org kanecity.org	
Amount:		Budget code:		
\$24,986.00 (plus tax)		3346-49571-94000-{	56301-48123 (Redev	elopment Bond)
Vendor: • Existing vendor	O New vend	lor		
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exc		ACH Forms (f	v contractors/consultar for new contractors/co rtificate (min. \$1 millio	nsultants/vendors

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 8

NAME OF CONTRACTOR: BACON CONCRETE

PROJECT TITLE: WEST HAVERMALE PROJECT

CITY CLERK CONTRACT NUMBER: OPR 2020-0173

DESCRIPTION OF CHANGE:

AMOUNT:

REPLACE BROKEN AND MISSING LIGHTS; **REPAIR SPRINKLERS & INSTALL QUICK COUPLER:** PLACE BARK MULCH PER PLAN DATED 4/5/23; PLACE TURF SOD PER PLAN DATED 4/5/23: and PERFORM LOAD TEST PER PLAN DATED 4/4/23. and CONTRACT EXTENSION TO DEC 31, 2023

TOTAL AMOUNT: \$24,986.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$1,814,450.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 308,132.16
CURRENT CONTRACT AMOUNT	\$2,122,582.16
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 24,986.00
REVISED CONTRACT SUM	\$2,147,568.16

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	12/31/2020
CURRENT COMPLETION DATE	09/30/2022
REVISED COMPLETION DATE	12/31/2023

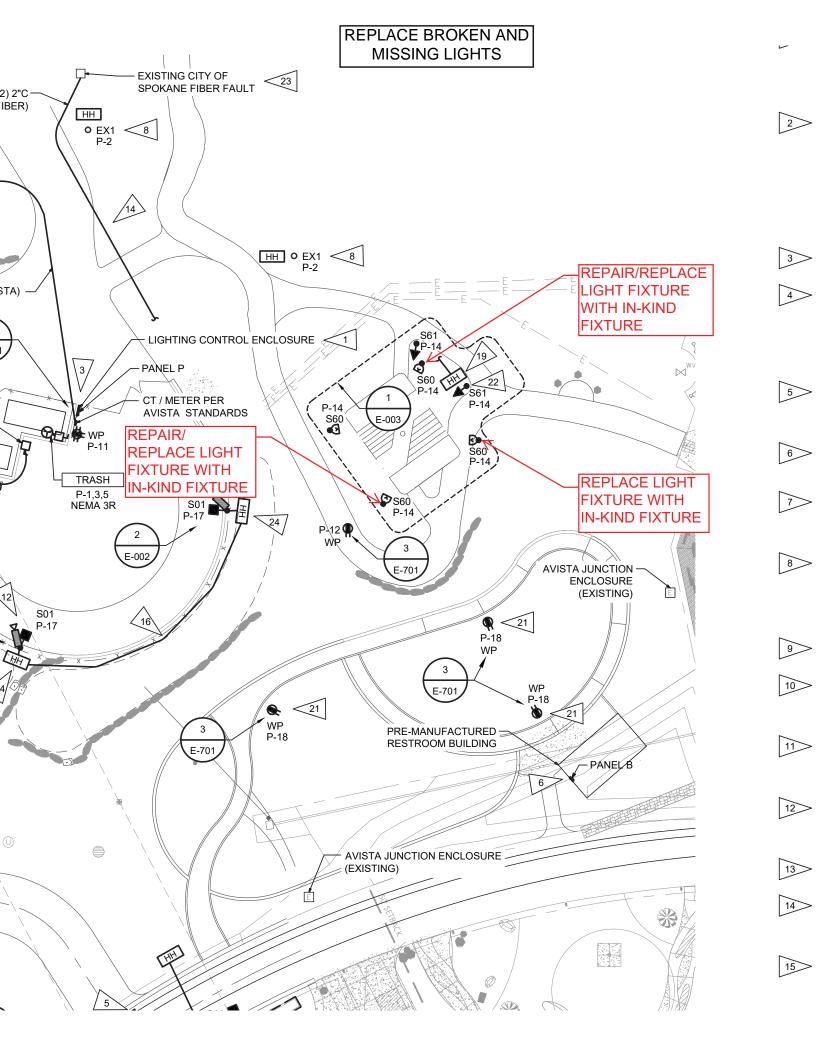
Contractor's Acceptance:	Date:
City Approval:	Date:
Attest:	City Clerk
Approved as to form:	Assistant City Attorney

\$24,986.00

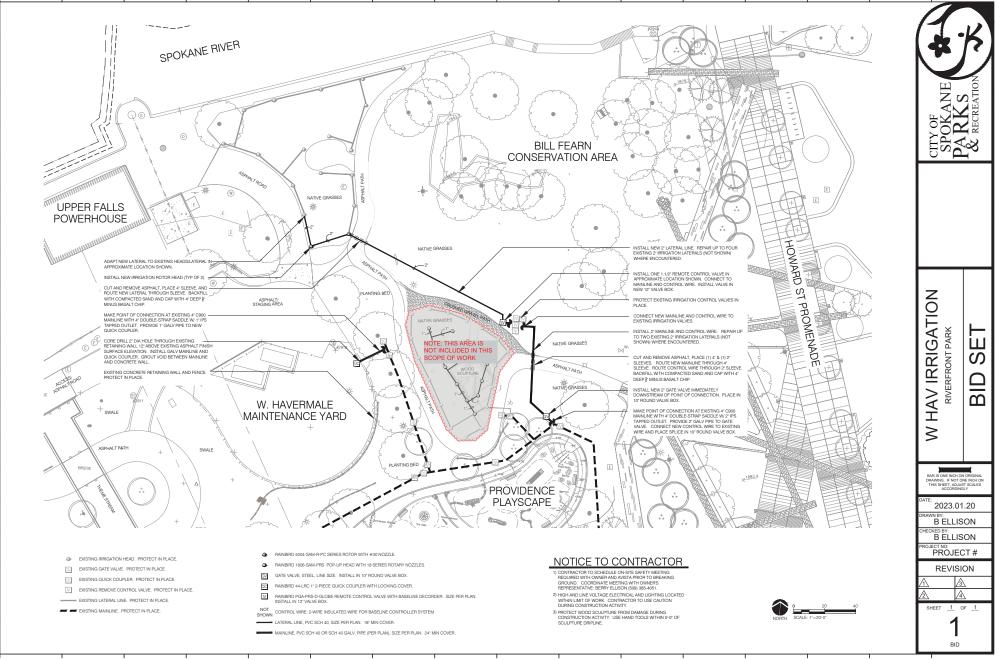


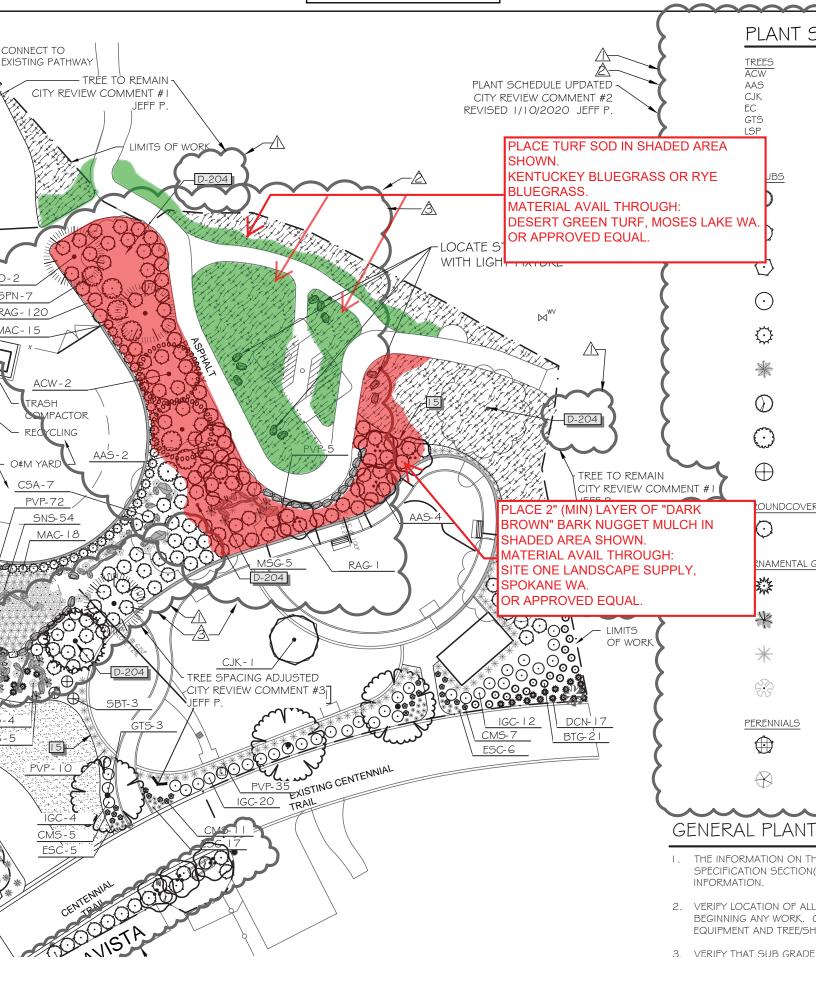
Change Order

Contract Number	Contract Title				Federal Aid Number			
2020-0173	West Havermale Pro	West Havermale Project - Riverfront Park						
Change Order Number	Change Description				Date			
8 Load Test, Landscaping addition 04/05/23								
Prime Contractor / Design-Builder	Prime Contractor / Design-Builder							
Bacon Concrete, Inc.								
✓ Ordered by Engineer und	ler the terms of Section 1-04	.4 of the	Standard Specifications					
Change proposed by Contractor / Design-Builder								
Change Description								
Repair Sprinklers and inst Refresh bark in area show	Replace Broken and missing lights Repair Sprinklers and install new QC in maintenance yard Refresh bark in area shown on plan sent in email on 4/5/23. Includes sod on same plan. Load Test, placing and removing sand bag.							
\$24,986.00> Total Lump \$2,248.74> Sales Tax \$27,234.74> Total								
Work to finish that is part of original contract includes: Gravel pathway, topsoil, and overall site cleanup								
Verbal Approval Given By			Verbal Approval Date	Working Da	ys +/-			
Original Contract Amount	Current Contract Amount	Est. Net	Change This C.O.	Est. Contrac	ct Amount			
\$1,814,450.00	\$2,122,582.16	\$24,98	\$24,986.00 \$2,147,568.16					
Approval Recommended	Approved	Арр	Approved					
Project Engineer		Appro	Approving Authority per C.A. Agreement					
Date			Date					
Approval Recommended			er Approval As Required					
By Prime Contractor			- Signature Date					
Date			Representing					



REPAIR SPRINKLERS AND INSTALL QUICK COUPLER





PERFORM LOAD TEST

Spokane Stepwell Load Test Instructions

Day 1	Day 1						
Time	Person In Charge	Task					
9:00 am - 11:00 am	Quarra	 Survey specific points on the sculpture before anything is placed on it (Refer to Figure 01 provided by Quarra) 3 locations at the underside of Tier #6 on the North side 2 locations at the underside of Tier #4 on the North side 2 locations at the underside of Tier #2 on the North side 2 locations at the underside of Tier #6 on the South side 2 locations at the underside of Tier #6 on the South side x, y, and z coordinates should be surveyed for each point. These survey points shall be temporarily marked so that the same point can be easily surveyed again. Quarra to confirm strategy. 					
	HYA	Install crack gauges and cameras around the structure					
11:00 am - 1:00 pm	Bacon Concrete	Load the structure to an equivalent load of 100psf on all occupiable tiers (Refer to Figure 02 for the suggested loading sequence)					
1:00 pm - 2:00 pm	HYA	Take photos and observations of the fully loaded structure. Review crack gauges for any opening or closing of checks in the wood.					
Day 2							
11:00 am -	Quarra	Survey all the previous points (closer to 1 pm)					
1:00 pm	HYA	Take photos and observations. Review crack gauges for any opening or closing of checks in the wood.					
1:00 pm - 3:00 pm	Bacon Concrete	Unload the structure until all load has been removed. (Refer to Figure 03 for the suggested unloading sequence)					
Day 3		·					
1:00 pm -	Quarra	Survey all the previous points (closer to 3 pm)					
3:00 pm HYA		Take photos and observations. Review crack gauges for any opening or closing of checks in the wood.					
points on the		happen simultaneously with the survey and observation activities. But the survey the survey the sculpture and markings on the concrete foundation should remain undisturbed					

Note:

- It is the contractor's responsibility to ensure bags are correct weight and coordinated in quantity and placement to achieve the intended 100psf uniform loading.
- If at any time during any of the loading processes, there is a sudden split or opening in the wood or sudden movement or sign of failure, cease loading immediately, reshore the structure, photograph the area, and contact EOR.
- The listed time is a general estimation for reference only.

Figure 01 - Proposed Survey Points (By Quarra)

Note: Survey points shall be temporarily marked so that the same point can be easily surveyed again. Quarra to confirm strategy.

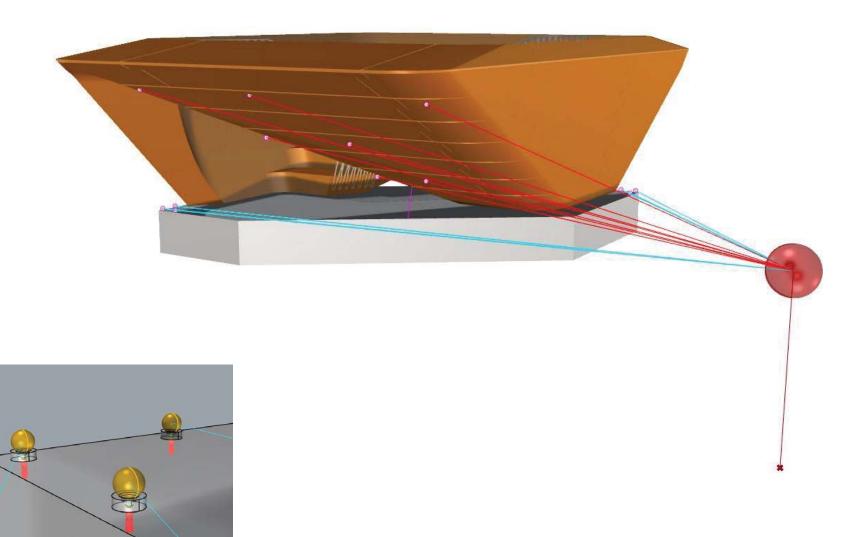


Figure 02 - Suggested Loading Sequence

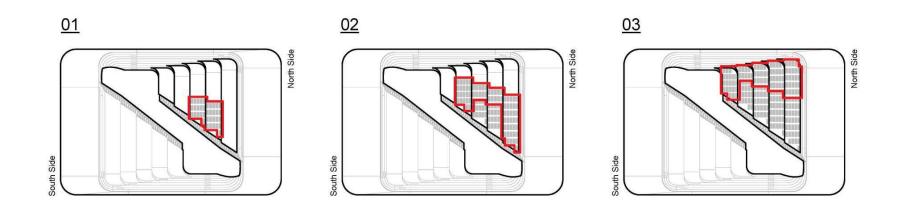
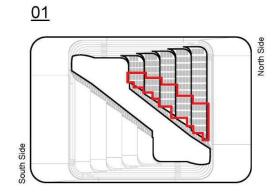
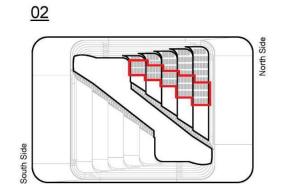


Figure 03 - Suggested Unloading Sequence







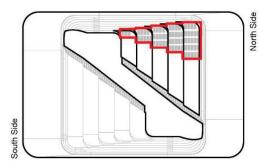
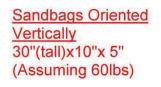
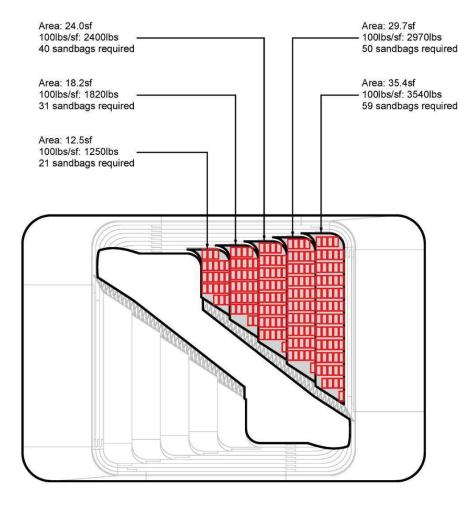


Figure 04 - Loads For Reference

Note: It is the contractor's responsibility to ensure bags are correct weight and coordinated in quantity and placement to achieve the intended 100psf uniform loading.



Total Sandbags Required: 201





< Business Lookup

License Information: New search Back to results						
Entity name:	BACON CONCRETE, INC.					
Business name:	BACON CONCRETE, INC.					
Entity type:	Profit Corporation					
UBI #:	601-398-658					
Business ID:	001					
Location ID:	0001					
Location:	Active					
Location address:	16510 N BRANNON LN SPOKANE WA 99208-8750					
Mailing address:	16510 N BRANNON LN SPOKANE WA 99208-8750					
	\sim					

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Excise tax and reseller permit status:		Click here		
Secretary of State status:		Click here		
Endorsements				
Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Liberty Lake General Business - Non-Resident			Active	Jun-30-2023 Nov-04-2011
Spokane General Business T12011451	BL		Active	Jun-30-2023 Oct-15-2012
Spokane Valley General Business - Non-Resident			Active	Jun-30-2023 Apr-13-2005
Governing People May include gov	erning people not re	egistered with Secretary of S	tate	
Governing people		Title		
BACON, GREG				
BACON, SHELLY				
	The Busine 6:20:14 AM		ion is updated night	ly. Search date and time: 4/7/2023
		~		

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A	ACORD [®] CERTIFICATE OF LIABILITY INSURANCE								
	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.								
	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject to								
1.1	artificate does not confer rights to the	certi	ficate	holder in lieu of such end	A SECONDER AN A REAL PROPERTY AS A SECONDER AS				
	DUCER	AND			CONTACT	T CONTACT CE	NTER		
	DERATED MUTUAL INSURANCE COMP ME OFFICE: P.O. BOX 328	ANT			PHONE (A/C, No, Ext): 888-	-333-4949	FAX (A/C.	No): 507-446-	4664
	ATONNA, MN 55060				E-MAIL		TER@FEDINS.COM		
						INSURER(S) AFFOR			NAIC #
_					INSURER A: FEDE	RATED MUTUA	L INSURANCE COM	IPANY	13935
INSU	RED			385-038-5	INSURER B:				
					INSURER C:				
	10 N BRANNON LN DKANE, WA 99208-8750				INSURER D:				
					INSURER E:				
					INSURER F:				
CO	/ERAGES CER	TIFIC	ATE	NUMBER: 3			REVISION NUMBER	R: 0	
	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY PEI IND CONDITIONS OF SUCH POLICIES. LIM	QUIR RTAIN ITS SI	emen' I, the Hown	T, TERM OR CONDITION C INSURANCE AFFORDED BY MAY HAVE BEEN REDUCED	OF ANY CONTRAC THE POLICIES DES BY PAID CLAIMS.	T OR OTHER D	OCUMENT WITH RE	SPECT TO V	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)			
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE		\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrent	ce)	\$100,000
							MED EXP (Any one pers		EXCLUDED
A		Y	N	9803980	12/31/2022	12/31/2023	PERSONAL & ADV INJU	RY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		\$2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP	AGG	\$2,000,000
	OTHER:								
	AUTOMOBILE LIABILITY X ANY AUTO						COMBINED SINGLE LIM (Ea accident) BODILY INJURY (Per pe	· · · · · · · · · · · · · · · · · · ·	\$1,000,000
A	OWNED AUTOS ONLY	N	N	9803980	12/31/2022	12/31/2023	BODILY INJURY (Per ac		
	NON-OWNED	l "	"	000000	12/0 WEVEL	12/31/2023	PROPERTY DAMAGE	closity	
	HIRED AUTOS ONLY AUTOS ONLY						(Per accident)		
	X UMBRELLA LIAB X OCCUR								£4 000 000
Α	EXCESS LIAB CLAIMS-MADE	N	N	9803982	12/31/2022	12/31/2023	EACH OCCURRENCE		\$1,000,000
	DED RETENTION	1 N.	"	3003302	12/31/2022	12/31/2023	AGGREGATE		\$1,000,000
	WORKERG COMPENSATION		-					отн-	
	AND EMPLOYERS' LIABILITY			a				ER	
A		NIA	N	9803980	12/31/2022 12/31/2023	12/31/2023	E.L. EACH ACCIDENT		\$1,000,000
	(Mendatory In NH) If yes, describe under						E.L. DISEASE - EA EMP	LOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below						E.L DISEASE - POLICY	LIMIT	\$1,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 10	1, Additional Remarks Schedule, ma	y be attached if more s	pace is required)			
÷									
0000									
					CANCELLATION				
	038-5			30					
	OF SPOKANE						REOF, NOTICE V		
				ACCORDANCE W		•			

AUTHORIZED REPRESENTATIVE		
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Muhal	6	Ken

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Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee				
Committee meeting date	April 10, 2023				
Requester	Jonathan Moog	Phone number: (509)625-6243			
Type of agenda item	OConsent ODiscussion	OInformation OAction			
Type of contract/agreement	●New ○Renewal/ext. ○Lea	se OAmendment/change order OOther			
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)	ICCU Sponsorship Agreement (\$5	51,000)			
Begin/end dates	Begins: 04/01/2023 Er	ds: 12/31/2023 Open ended			
	erfront Park desires to provide rketing recognition, event title nese goals. daho Central Credit Union for \$51,0	00			
Name: Michael Watson	Email address: mwatson@iccu.o	com Phone: 208-239-3017			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:	Amy Lindse	≥y			
Fiscal impact: O Expenditure	Revenue				
Amount: 51,000	Budget code: 1400-54343-769	01-34797			
Vendor: • Existing vendor	O New vendor				
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	City of Spokane 📃 ACH Forn	new contractors/consultants/vendors ns (for new contractors/consultants/vendors e Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE PARKS AND RECREATION

RIVERFRONT SPOKANE SPONSORSHIP AGREEMENT

This Official Sponsorship Agreement is entered into between Idaho Central Credit Union, a Spokane limited liability company whose principal place of business is at 4400 Central Way, Chubbuck, Idaho 83202 (Sponsor), and the City of Spokane Parks and Recreation Department, (Parks) a governmental entity whose address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, and is effective as of the date signed below.

WHEREAS, Parks owns and maintains many properties and manages a wide variety of recreation programs; and

WHEREAS, Parks desires to engage and partner with citizens and corporations to support appropriate uses and development of those properties and programs; and

WHEREAS, Sponsor desires to identify itself/himself/herself/themselves as a sponsor of Parks' and Sponsor's shared vision of a viable future for those properties and programs; and

WHEREAS, Sponsor will increase its exposure and visibility in the community and enhance its image by becoming a Sponsor of certain properties, programs, and events organized by Parks.

NOW, THEREFORE, the parties agree as follows:

1. The initial term of this Agreement will be April 1, 2023 through December 31, 2023.

2. Sponsor agrees to pay Parks FIFTY ONE THOUSAND DOLLARS (\$51,000) in exchange for the sponsorship assets outlined in Exhibit B --Scope of Sponsorship Services.

3. During the term of this agreement, Idaho Central Credit Union. grants to Parks the revocable, non-exclusive right to use of associated brand names, trademarks, service marks, logos, emblems or insignia and other identification ("ICCU") in connection with Idaho Central Credit Union sponsorship of Parks events. Any use of Idaho Central Credit Union shall be in the form provided by Idaho Central Credit Union unless Idaho Central Credit Union has provided advance written approval of other forms or uses. Parks acknowledges that all rights, title, and interest to the Idaho Central Credit Union Parks' rights to use Idaho Central Credit Union will cease upon the expiration or termination of the agreement, at which time Parks will immediately discontinue its use of the Idaho Central Credit Union and return any materials belonging to Idaho Central Credit Union.

4. Each party agrees to indemnify, defend and hold harmless the other party and its affiliates (and their respective agents, servants, employees, officers, directors and other officials) from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of any claim, suit, arbitration, governmental inquiry or other proceeding initiated by a third party against an indemnified party by reason of or relating to the indemnifying party's use of the other party's

intellectual property other than as permitted hereunder or the negligence or willful misconduct of the indemnifying party or its affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this agreement.

5. Notwithstanding anything herein to the contrary, neither party shall be liable hereunder for any consequential, incidental or indirect damages (including, but not limited to, lost profits, lost revenues or loss of business opportunity, whether or not such party was aware or should have been aware of the possibility of those damages) or punitive, special, exemplary or other damages that are not direct damages.

6. If either party is prevented or delayed in whole or in part, from performing its obligations hereunder due to any cause beyond its reasonable control (a "Force Majeure Event"), the obligation of such party shall be excused for a reasonable period of time, not to exceed the period during which the party is prevented from performing. If a Force Majeure Event substantially prevents Parks from providing the agreed-upon sponsorship benefits, the parties shall work in good faith to agree upon substitute sponsorship benefits of comparable value. If Parks cannot provide substitute sponsorship benefits of comparable value, Idaho Central Credit Union shall receive a pro-rata refund of or reduction in the applicable sponsorship fee(s).

7. This agreement constitutes the entire understanding of the parties regarding Idaho Central Credit Union sponsorship of Parks events, and supersedes all offers, negotiations and other agreements. There are no representatives or understandings of any kind not set forth herein. Any amendments to this agreement must be in writing and executed by both parties.

8. If any provision of this agreement is found to be void or contrary to law, such term or provision shall be deemed severable from the other terms and provisions, and the remainder of this agreement shall be given effect as if the parties had not included the severed term.

9. Debarment and Suspension. Idaho Central Credit Union 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.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

IDAHO CENTRAL CREDIT UNION

By:		By:	
Name:		Name:	
Title:	Director, Riverfront Park	Title:	
Date:		Date:	

M22-148a

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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

Exhibit B: Scope of Sponsorship Services

<u>Term of Agreement:</u> Apr. 1 – Dec. 31, 2023 <u>2023 Sponsorship Fee:</u> \$51,000

Idaho Central Credit Union (ICCU) will be provided the following sponsorship benefits throughout the 2023 event season.

<u>Riverfront Spring Market – Title Sponsorship</u>

Image Association & Exclusivity

- Title sponsor recognition in all marketing and media
- Category Exclusivity: Financial Services

Advertising & Media

- One (1) 10'x20' on-site activation footprint
- Name and logo recognition in event marketing collateral and paid advertisements including KHQ-TV *This Week in Parks* segment and Riverfront's direct mail campaign
- Four (4) tagged social media posts promoting on-site activity

Fifty (50) complimentary attraction tickets

4th of July Celebration with the Spokane Symphony: Title Sponsorship

ICCU will be the title sponsor of Riverfront's 4th of July Celebration with the Spokane Symphony. As title sponsor, ICCU will receive the following benefits:

Image Association & Exclusivity:

- Title sponsor recognition in all marketing and media, including event press release.
- Category Exclusivity: Financial Services

Advertising & Media

- One (1) 10'x20' on-site activation footprint during the event
- Name/logo recognition in KHQ's This Week in Parks segment
- Recognition in Riverfront's direct mail campaign, June distribution to 15,000 homes
- Name/logo recognition in event marketing collateral (paid and in-house event advertising) Includes Riverfront barricade banner, rack cards and posters
- Title sponsor recognition in promotional advertisement on Riverfront's electronic marquee located at Washington & Spokane Falls Blvd.
- Partner recognition in social media via tagged posts (minimum of five posts)
- Special offer on RiverfrontSpokane.org event landing page
- Title sponsor recognition in Spokane Symphony produced event marketing and promotional collateral

Hospitality & Tickets

• Fifty (50) complimentary Riverfront attraction tickets

Movies at the Pavilion: Title Sponsorship

Image Association & Exclusivity

- Title sponsor recognition in all marketing and media, including event press release.
- Category Exclusivity: Financial Services

Advertising & Media

- One (1) 10'x20' on-site activation footprint at each event (six total)
- Name/logo recognition in KHQ-TV This Week in Parks segment
- Recognition in Riverfront direct mail campaign: June distribution to 15,000 homes
- Name/logo recognition in all print and digital marketing collateral (summer rack cards/posters, barricade barricades)
- Event landing page advertisement on RiverfrontSpokane.org to include a special offer and associated hyperlink
- Title sponsor recognition in promotional advertisement on Riverfront's electronic marquee located at Washington & Spokane Falls Blvd.
- :30 spot and sponsored stage announcement prior to each movie
- Co-branded social media post (minimum 4 posts)
- Fifty (50) complimentary attraction tickets

Riverfront Carnival: Title Sponsorship

ICCU will be the title sponsor of Riverfront's 4th of July Carnival. As title sponsor, ICCU will receive the following benefits:

Image Association & Exclusivity

- Title sponsor recognition in all marketing and media, including event press release.
- Category Exclusivity: Financial Services

Advertising & Media

- One (1) 10'x10' on-site activation footprint during the event
- Name/logo recognition in KHQ's This Week in Parks segment
- Recognition in Riverfront's direct mail campaign June distribution to 15,000 homes
- Name/logo recognition in event marketing collateral (paid and in-house event advertising) Includes Riverfront barricade banner, rack cards and posters
- Title sponsor recognition in promotional advertisement on Riverfront's electronic marquee located at Washington & Spokane Falls Blvd.
- Partner recognition in social media via tagged posts (minimum of five posts)
- Special offer on RiverfrontSpokane.org event landing page
- Title sponsor recognition in Spokane Symphony produced event marketing and promotional collateral

Hospitality & Tickets

• One hundred (100) complimentary Riverfront attraction tickets

Sponsored Looff Carrousel Rides

ICCU will provide free carrousel rides to the community during a four (4) hour time period on one (1) mutually agreed upon date (excludes Saturdays). Riders must visit the ICCU on-site activation booth for free access where visitors will be provided complementary tickets. One (1) single ride ticket will be provided per person, per party. Unlimited Looff Carrousel attraction tickets will be provided by Riverfront Spokane. Sponsored carrousel rides includes the following benefits:

- One (1) 10'x20' on-site activation footprint
- Sponsor name/logo recognition in RiverfrontSpokane.org calendar of events and customized event landing page. Graphics to be provided by sponsor
- Name and logo recognition in KHQ-TV This Week in Parks segment
- Two (2) tagged social media posts promoting on-site activity
- Unlimited day-of-event carrousel tickets
- Event date subject to pre-approval by City

Floating On-site Activation Dates

ICCU will be provided one (1) 10'x20' on-site activation footprint at Riverfront Park during four (4) mutually agreed upon dates.

Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee				
Committee meeting date	April 10, 2023				
Requester	Jonathan Moog Phone number: (509)625-6243				
Type of agenda item	OConsent ODiscussion OInformation OAction				
Type of contract/agreement	New ORenewal/ext. OLease OAmendment/change order OOther				
City Clerks file (OPR or policy #)	2022-0677				
Item title : (Use exact language noted on the agenda)	Garco Construction agreement amendment #1/On-call light blade repair (\$75,000 plus tax)				
Begin/end dates	Begins: 09/01/2022 Ends: 08/31/2024 Open ended				
Background/history: The US Pavilion light blades incurred damage from the wind storm on January 13, 2021. Light blade parts are covered through warranty through August 29, 2024. The work was competitively bid and Garco Construction was the sole bidder. The original agreement with Garco Contraction, approved by Park Board in September 2022, provided labor to troubleshoot, coordinate with manufacturer and replace malfunctioning units on an on-call basis up to a total of \$150,000. This amendment increases the total compensation by \$75,000 in order to complete repairs from the wind storm damage. Total contract price after the amendment will be \$225,000					
Approvals/signatures outside Parks: If so, who/what department, agency or o Name: Clancy Welsh					
•	Email address: clancy@garco.com Phone:				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:					
Fiscal impact: • Expenditure	O Revenue				
Amount: \$19,000	Budget code: 1950-54920-94000-56301				
\$56,000	3346-49576-94000-56301				
Vendor: ● Existing vendor Supporting documents: ● Quotes/solicitation (RFP, RFQ, RFB) ● Contractor is on the City's A&E Roster - I ✓ UBI:					

Return to Agenda

Spokane Park Board Briefing Paper



Committee	Golf			
Committee meeting date	April 11, 2023			
Requester	Nick Hamad		Phone number: 50	9.363.5452
Type of agenda item	OConsent	sent ODiscussion OInformation		Action
Type of contract/agreement	ONew ORe	newal/ext. OLease	Amendment/change	order OOther
City Clerks file (OPR or policy #)	OPR 2023-003	3		
Item title: (Use exact language noted on the agenda)		LLC. change order # 2 \$9,350.00 plus tax)	/ Downriver Golf Course	forest health
Begin/end dates	Begins: 02/01/2	2023 Ends:	06/01/2023	Open ended
Background/history: Downriver Golf Course forest heal disposal of woody tree debris loca	-	-	2 adds additional grind	ding &
Motion wording: Move to approve Spirit Pruners, LLC. put project in the amount of \$9,350.00 plus ta		ct for the Downriver Go	olf Course forest health m	anagement
Approvals/signatures outside Parks: If so, who/what department, agency or c	• Yes	⊖ No		
Name: Kelly Chadwick		s: k@spiritpruners.con	n Phone: 5	09.979.3496
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Thea Prince Mark Poirier		
Fiscal impact: • Expenditure	O Revenue			
Amount: \$9,350.00 plus tax		Budget code: 1400		
Vendor: ● Existing vendor Supporting documents: ● Quotes/solicitation (RFP, RFQ, RFB) ✓ ✓ Contractor is on the City's A&E Roster - C ● UBI: 604374569 Business license exp		W-9 (for new ACH Forms (f	contractors/consultants/ve or new contractors/consulta rtificate (min. \$1 million in C	ants/vendors

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. <u>2</u>

NAME OF CONTRACTOR: SPIRIT PRUNERS, LLC.

PROJECT TITLE: DOWNRIVER GOLF COURSE FOREST HEALTH MANAGEMENT PROJECT

CITY CLERK CONTRACT NUMBER: OPR 2023-0033

 DESCRIPTION OF CHANGE:
 AMOUNT:

 Add chipping/grinding of additional city tree debris on Downriver
 \$ 9,350.00

 golf course
 \$ 9,350.00

TOTAL AMOUNT: <u>\$ 9,350.00</u>

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$302,000.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0,000.00
CURRENT CONTRACT AMOUNT	\$390,650.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 9,350.00
REVISED CONTRACT SUM	\$400,000.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	February 22, 2023
CURRENT COMPLETION DATE	February 22, 2023
REVISED COMPLETION DATE	March 3, 2023
Contractor's Acceptance:	Date:

City Approval: Date: _____

Attest: _____ City Clerk

Approved as to form: ______ Assistant City Attorney

Invoice



Phone: 208-765-6794 Fax: 208-765-6135

Spirit Pruners Kelly Chadwick 720 North Crochran Spokane, WA 99201

Date	Invoice #	
2/24/2023	35699	

Due Date	
3/11/2023	

Item	Quan	Description	Rate	Amount
Item SALES GRINDIN SALES GRINDIN SALES GRINDIN	16 41 7 20	Description Down River Golf Course Grinder Hours Down River Golf Course Trucking Hours City Of Spokane Grinder Hours City Of Spokane Truck Hours ,350.00+tax extra cost for chipping of City	850.00 170.00 850.00 170.00	Amount 13,600.00 6,970.00 5,950.00 3,400.00
			Total	\$29,920.00

Please Remit Payment To:

Cannon Hill Industries, Inc. 5605 E Seltice Way Post Falls, ID 83854

\$29,920.00		
\$29,920.00		

Payment Terms are Net 15 days. Past due balances are subject to 1.5% finance charges monthly.



< Business Lookup

License Information: New search Back to results			Back to results
Entity name:	SPIRIT PRUNERS LLC		
Business name:	SPIRIT PRUNERS		
Entity type:	Limited Liability Company		
UBI #:	604-374-569		
Business ID:	001		
Location ID:	0001		
Location:	Active		
Location address:	720 N COCHRAN ST SPOKANE WA 99201-1662		
Mailing address:	720 N COCHRAN ST SPOKANE WA 99201-1662		

?

Excise tax and reseller permit status:		Click here		
Secretary of State status:		Click here		
Endorsements				
Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane General Business			Active	Nov-30-2023 Mar-04-2019
Governing People May include gover	rning people not regis	stered with Secretary of	f State	
Governing people		Title		
CHADWICK, KELLY				
Registered Trade Names				
Registered trade names	Status			First issued
SPIRIT PRUNERS	Active			Mar-04-2019
	The Business Lookup information is updated nightly. Search date and time: 4/11/2023 12:19:05 PM			

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Park Board Financials March 2023



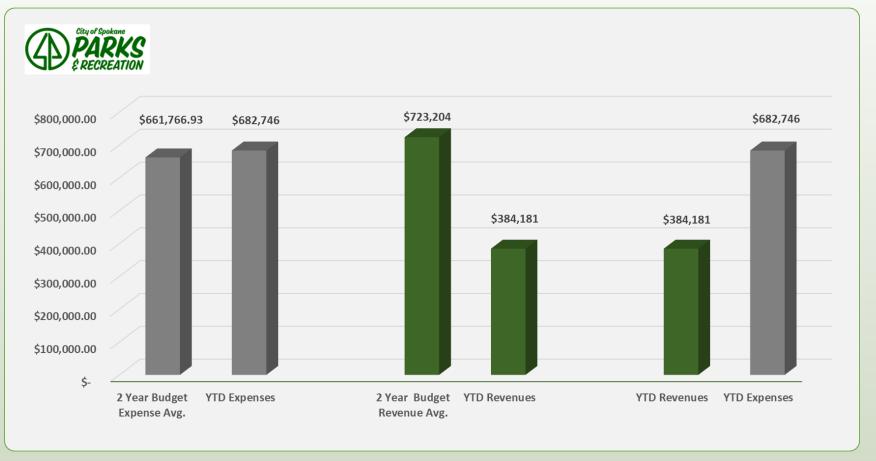
Parks Fund Financials



Key Concepts:

- Parks revenue is slightly ahead of 2022 YTD actual revenues by \$40,988 (\$196,170 ahead of the 2-year budget average).
- Parks operating expenses are \$264,693 above last YTD with \$242,079 of that in salaries and benefits.
- YTD revenues are ahead of YTD expenses by \$1.47 million.

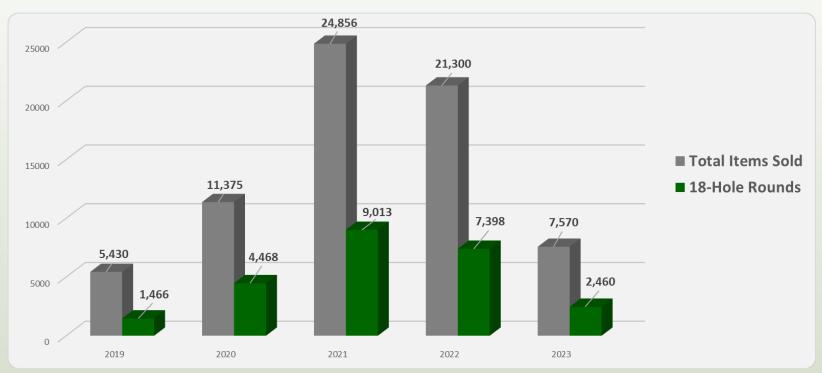
Golf Fund – Financials



Key Concepts:

- Total 18-hole rounds played is about one-third of this time last year due to a very late spring.
- The \$254,800 capital outlay for the pine beetle removal is impacting YTD expenses.
- Three of four courses are now OPEN; get out and play!

Golf – Dashboard



2019	5,430	1,466.0	\$32,680.00
Year	Items	18-Hole Rnds	Green Fee Sales
2020	11,375	4,468.0	\$101,785.00
Year	Items	18-Hole Rnds	Green Fee Sales
2021	24,856	9,013.0	\$215,237.00
Year	Items	18-Hole Rnds	Green Fee Sales
2022	21,300	7,398.0	\$189,867.00
Year	Items	18-Hole Rnds	Green Fee Sales
2023	7,570	2,460.0	\$65,584.00
Year	Items	18-Hole Rnds	Green Fee Sales



Questions or Comments?





Committee	N/A			
Committee meeting date	April 13, 2023			
Requester	Nick Hamad		Phone number: 509	9.363.5452
Type of agenda item	OConsent 💿	Discussion	OInformation	OAction
Type of contract/agreement	●New ○Renewa	al/ext. 🔘 Lease	OAmendment/change	order 🔘 Other
City Clerks file (OPR or policy #)				
Item title : (Use exact language noted on the agenda)	Preliminary recomm south hill dog park /		g Upriver park as the locat cost)	ion for an official
Begin/end dates	Begins:	Ends:		🖌 Open ended
Background/history: In February 2022, Park Board entered an MOU with SPS agreeing to cooperate to determine the location for an 'Official South Hill Dog Park' to replace the unofficial dog park displaced by construction of Carla Peperzak middle school. SPS shall fund the construction of the new dog park. Since this time parks and SPS have completed a citywide analysis, receiving input from a public project advisory committee, received input from over 1,100 survey responses, held 5 public open houses, and visited a number of neighborhood councils. Currently, the location most highly preferred by the public for a community dog park is within a portion of Upriver Park. Staff is still gathering public input and is offering a preliminary recommendation of this site to gather input from the park board and provide a public opportunity to offer input on this location. Motion wording: Present a preliminary recommendation selecting Upriver Park as the location for an official south hill dog park. Gather board input and public comment prior to making a final recommendation in MAy. Approvals/signatures outside Parks: Yes Name: Email address:				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Greg Forsyth (GregoryF@spokaneschoo	ols.org)
Fiscal impact: O Expenditure	Revenue			
Amount: N/A	0	lget code: A		
Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		ACH Forms (f	/ contractors/consultants/ve for new contractors/consulta ertificate (min. \$1 million in G	ints/vendors



Committee	N/A			
Committee meeting date	April 13, 2023			
Requester	Nick Hamad		Phone number: 509.30	63.5452
Type of agenda item	OConsent	Discussion	OInformation	OAction
Type of contract/agreement	New ORen	ewal/ext. 🔘 Lease	OAmendment/change ord	ler 🔘 Other
City Clerks file (OPR or policy #)				
Item title : (Use exact language noted on the agenda)	Park Classificatio (no cost)	ons & Park Property [Development Assessment / A	II Parks
Begin/end dates	Begins:	Ends:	\checkmark	Open ended
 Background/history: This discussion item is intended to: Overview the 'classification' of parks, including various park types (developed and natural) Inform the board about current restrictions and protections which apply to park properties, and potential options for modifications to protections Discuss preliminary recommendations for modifying the park planning process to provide an easy to understand 'proposed project impact assessment' for evaluating modifications on a case-by-case basis. 				
Motion wording: Discuss park classifications & how they g planning processes to best provide project	ct impact assessm	ent to the board. Ga		
Approvals/signatures outside Parks: If so, who/what department, agency or co	• Yes	⊖ No		
Name:	Email address:		Phone:	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact:		Budget code: N/A		
Vendor: C Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		W-9 (for new ACH Forms (f	contractors/consultants/vendo or new contractors/consultants rtificate (min. \$1 million in Gene	/vendors

Return to Agenda



Committee	Land				
Committee meeting date	April 5, 2023				
Requester	Berry Ellison		Phone number: 6		
Type of agenda item	Consent	ODiscussion	OInformation	Action	
Type of contract/agreement	New ORen	ewal/ext. 🔘 Lease	OAmendment/chang	e order Other	
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)	AllPlay Systems, LLC contract for play equipment, surfacing, & installation/Wildhorse Park playground project (\$130,694.59 tax inclusive)				
Begin/end dates	Begins: 04/13/20	23 Ends:	12/31/2023	Open ended	
for children aged 2-12. The site will have playground and to the adjacent Children Play equipment is a long-lead item thus advantageous to the project schedule. The City worked with a qualified vendor effective State Contract for the best prior. Note: This quote follows the NASPO Composed to approve AllPlay Systems, LLC. Corplayground project in the amount of \$130 Approvals/signatures outside Parks:	Background/history: Wildhorse Park playground renovations include a new 3,000sf playground area with exciting new play equipment for children aged 2-12. The site will have new site furnishings and ADA compliant walkways to allow access to the playground and to the adjacent Children of the Sun trail. Play equipment is a long-lead item thus purchasing the equipment prior to issuing the site improvements to bid is advantageous to the project schedule. The City worked with a qualified vendor for equipment, resilient surfacing, & installation while utilizing a cost effective State Contract for the best pricing available. The most qualified vendor is AllPlay Systems, LLC. Note: This quote follows the NASPO Contract #6480 competitive process. Motion wording: Move to approve AllPlay Systems, LLC. contract for play equipment, surfacing, & installation for the Wildhorse Park playground project in the amount of \$130,694.59 (tax inclusive) from ARPA funds.				
Distribution:nhamad@spokanecity.orgParks - Accountinglisa@allplaysystems.comParks - Sarah Deatrichcstrong@spokanecity.orgRequester: Berry Ellisonavorderbrueggen@spokanecity.orgGrant Management Department/Name:mmurray@spokanecity.org ; tprince@spokanecity.orgFiscal impact: • ExpenditureRevenueAmount:Budget code:\$ 130,694.59 (tax inclusive)1425-88153-94760-56414-97248(ARPA funds)					
Vendor: ● Existing vendor Supporting documents: ● Quotes/solicitation (RFP, RFQ, RFB) ● Contractor is on the City's A&E Roster - Contractor is on		W-9 (for new ACH Forms (f	/ contractors/consultants/ or new contractors/consu rtificate (min. \$1 million in	ltants/vendors	

City Clerk's No. _____



City of Spokane

PUBLIC WORKS AGREEMENT

Title: FABRICATE, DELIVER AND INSTALL PLAYGROUND EQUIPMENT AT WILDHORSE PARK

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **ALL-PLAY SYSTEMS, LLC**, whose address is P.O. Box 1886, Sequim, Washington 98382, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Contractor was selected from NASPO ValuePoint Master Agreement for Washington State Contract No. 6479; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G)) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

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

1. <u>PERFORMANCE</u>. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled FABRICATE, DELIVER AND INSTALL PLAYGROUND EQUIPMENT AT WILDHORSE PARK.

2. <u>CONTRACT DOCUMENTS</u>. The contract documents are this Contract, the Contractor's Quote Nos. WKB 3-31-23 and 4-2-23, attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders, subsurface boring logs (if any), and ARP/CSLFRF CFDA 21.027. In the event of a conflict between these documents, this Contract shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall begin on April 13, 2023 and shall run through December 31, 2023. Project time of completion and working days in accordance with contract documents.

4. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract

documents.

5. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED THREE AND 30/100 DOLLARS (\$119,903.30)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

6. 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. 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.

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

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

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

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional

insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

13. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

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

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

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

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

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).

- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract

or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

22. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

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

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

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

ALLPLAY SYSTEMS, LLC

CITY OF SPOKANE

By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract: Exhibit A - Certification Regarding Debarment	

Exhibit B - Contractor's Quote Nos. WKB 3-31-23 and 4-2-23 Attachment - ARP/CSLFRF CFDA 21.027 Attachment – General Terms and Conditions 22-069

EXHIBIT A CERTIFICATION REGARDING DEBARMENT

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion				
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part				
180.				

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

 (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

<u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered</u> <u>Transactions</u>

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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes 🔲 If yes, answer question 2 below.

No 💢 If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes 🔲 If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No 🗌 If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By:C	haddle Patterson
Date:	managing gastner

EXHIBIT B CONTRACTOR'S QUOTE Nos. WKB 3-31-23 and 4-2-23



AllPlay Systems, LLC P.O. Box 1886 Seguim, WA 98382

Toll Free: 888.531.4881 Fax: 888.655.6412 Email: lisa@allplaysystems.com

Project: Spokane Wildhorse Park EQUIPMENT wkb 3-31-23 Date: 3/31/2023

Bill To:				
Spokane	Spokane Parks & Recreation			
808 W. Sp	808 W. Spokane Falls Blvd.			
Spokane,	Spokane, WA 99201			
Contact:	Berry Ellison			
Phone:	509-625-6276			
Email:	bellison@spokanecity.org			

Prepared for: Berry Ellison Quote valid until: 4/30/2023

Ship To:		
Spokane Wil	dhorse Park	
3717 N. Ralp	bh St.	
Spokane, WA 99217		
Contact:	Rock Wells	
Phone:	509-290-8596	
Email:	rock@mountainrockdc.com	

Quotation

Lisa Patrick

(509) 954-0835

This quote and purchase will be administered in accordance with the terms of NASPO ValuePoint Master Agreement #6479, executed 12/1/2016. The customer is responsible for final quantity count and unloading of freight at site, unless otherwise specified. All freight damage or missing items must be reported within two business days.

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Berliner	Greenville Combi.045	Custom	1	\$70,361.00	\$70,361.00
	UDB Cat Tail.01		1	\$5,955.00	\$5,955.00
	Palmetto Saucer		1	\$4,934.00	\$4,934.00
	UDB Eddie.01		1	\$4,003.00	\$4,003.00
			1		
			1		
			1		
	FREIGHT		1	\$6,033.00	\$6,033.00
NASPO	WA State Purchasing Contract - equipment (-10%)		1	-\$8,525.30	-\$8,525.30

Additional Info:

Installer will offload with coordinated delivery at job site.	Subtotal	\$82,760.70
	Tax 9.0%	\$7,448.46
	Total	\$90,209.16

Customer Signature:

Date:

EXHIBIT B CONTRACTOR'S QUOTE Nos. WKB 3-31-23 and 4-2-23



AllPlay Systems, LLC P.O. Box 1886 Sequim, WA 98382

Toll Free: 888.531.4881 Fax: 888.655.6412 Email: lisa@allplaysystems.com Quotation

Lisa Patrick (509) 954-0835

Project: Spokane Wildhorse Park INSTALL wkb 4-3-23 Date: 4/3/2023 Prepared for: Berry Ellison Quote valid until: 5/3/2023

Bill To:	Ship To:
Spokane Parks & Recreation	Spokane Wildhorse Park
808 W. Spokane Falls Blvd.	3717 N. Ralph St.
Spokane, WA 99201	Spokane, WA 99202
Contact: Berry Ellison	Contact: Rock Wells
Phone: 509-625-6276	Phone: 509-290-8596
Email: bellison@spokanecity.org	Email: rock@mountainrockdc.com
Vonder Itom Description	Model Oty Unit Price Total Price

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Mountain	Installation of Play Equipment - Davis Bacon Wages		1	\$28,560.00	\$28,560.00
Rock					
Designs					
	Provide and install Geotextile Fabric and		130	\$66.02	\$8,582.60
	12" Engineered Wood Fiber 2860 sf footprint				

Additional Info:

Davis Bacon Wages included as well as offloading, security fence and disposal of packaging	Subtotal	\$37,142.60
and spoils. Assumes site prep done by others with 12" below sidewalk grade for install of EWF.	Tax 9.0%	\$3,342.83
ADA ramp access from sidewalk into play area by others.	Total	\$40,485.43

Payment terms: 50% down, balance due Net 30 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Written approval must be received prior to order initiation. By signing, dating, and returning this document, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature:

Date:

ATTACHMENT ARP/CSLFRF CFDA 21.027

American Rescue Plan (ARP) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Funding Authority: U.S. Department of Treasury CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations. Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92). Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Policy and Conservation Act (PL 94-163, as amended), Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act–Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 1157232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4)):
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

• Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));

- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is 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.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Wanelle atterson Signature, Administrator, or Applicant Agency Danielle Patterson partner, Allplay Systems manapina print name and title

ATTACHMENT GENERAL TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

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.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm 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. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

12. 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.

13. DISPUTES

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

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. 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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DÖMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Signature

Date

Title, Company



< Business Lookup

License Infor	License Information: New search Back to results					
Entity name:	ALLPLAY SYSTEMS LLC					
Business name:	ALLPLAY SYSTEMS					
Entity type:	Limited Liability Company					
UBI #:	602-988-743	602-988-743				
Business ID:	001					
Location ID:	0001					
Location:	Active					
Location address:	170 HAVENWOOD LN SEQUIM WA 98382-8880					
Mailing address:	PO BOX 1886 SEQUIM WA 98382-4332					
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Excise tax and reseller per	mit status:		Click here		
Secretary of State status:			Click here		
Endorsements					
Endorsements held at this lo	License #	Count	Details	Status	Expiration da First issuance
Gig Harbor General Business - Non-Resident				Active	Jan-31-2024 Sep-04-2020
Lacey General Business - Non-Resident	182349			Active	Jan-31-2024 Aug-23-2019
Marysville General Business - Non-Resident	5925CON323	3		Active	Jan-31-2024 Jan-06-2023
Spokane General Business - Non-Resident	T12087740BU	-		Active	Jan-31-2024 Jan-11-2013
Spokane Valley General Business - Non-Resident				Active	Jan-31-2024 Jan-18-2013
Tumwater General Business - Non-Resident	R-016187			Active	Jan-31-2024 Aug-16-2019
Governing People	May include govern	ing people not regi	stered with Secretary of	State	
			\checkmark		

Governing people	Title	
HANSEN, JEFF		
PATTERSON, DANIELLE		
Registered Trade Nam	es	
Registered trade names	Status	First issued
ALLPLAY SYSTEMS	Active	Apr-27-2012
	The Business Lookup information is upc 7:22:49 AM	dated nightly. Search date and time: 4/5/2023

Contact us

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2023

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED provides or be endorsed. If SUBBOATTONS WANCE, subject to the term and conditions of the policy, certifing holds: may require an endorsement. A statement on this certificate does not conter rights to the certificate holder in like of such endorsement(). Note: Provide in the certificate does not conter rights to the certificate holder in like of such endorsement(). Calls Associates. Inc. Image: State 15:5:5:5:5:5:5:5:5:5:5:5:5:5:5:5:5:5:5:	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.						
PRODUCES PROVINCE PROVIDENT PROVIDENT PROVIDENT PROVIDENT PROVIDENT PROVIDENT PROVIDENT PROVIDENT PROVI							
Control is Associates, Inc. 802 East 15 (S, Sule 3 Port Argeise Market 15 (S, Sule 3 Port Argeise Market 15 (S, Sule 3 Market 15 (S, Sule 3 Market 15 (S, Sule 3 Market 20							

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Committee	Riverfront Park Committee				
Committee meeting date	April 5, 2023				
Requester	Nick Hamad Phone number: 509.363.5452				
Type of agenda item	Oconsent ODiscussion OInformation OAction				
Type of contract/agreement	New ORenewal/ext. OLease OAmendment/change order OOther				
City Clerks file (OPR or policy #)					
Item title : (Use exact language noted on the agenda)	Garco Construction, Inc./ Riverfront Park South Suspension Bridge Renovation Construction (\$2,099,949.90, tax inclusive)				
Begin/end dates	Begins: 04/13/2023 Ends: 04/30/2024 Open ended				
Background/history: This project contracts with the low responsive bidder for construction of the South Suspension bridge renovation project in Riverfront Park. Improvements include bridge concrete deck replacement, steel framing repairs, historically compliant railing modifications, drainage improvements, lighting upgrades and concrete vault lid replacement.					
Motion wording: Motion to approve Garco Construction, In inclusive)	nc. South Suspension Bridge Renovation Construction contract (\$2,099,949.90 tax				
Approvals/signatures outside Parks: If so, who/what department, agency or co	• Yes • No ompany:				
Name: Tim Loucks	Email address: Tloucks@garco.com Phone: 509.535.4688				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:	Berry Ellison Thea Prince Garrett Jones				
Fiscal impact: • Expenditure	○ Revenue				
Amount: \$2,099,949.90	Budget code: 1950-54920-94000-48085				
Vendor: ● Existing vendor Supporting documents: ✓ Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C ✓ UBI: 600-297-734 Business license exp					



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400

PW INVITATION TO BID

PW ITB NUMBER: 5850-23	PROPOSAL DUE DATE: 4/3/2023					
TITLE: RIVERFRONT PARK SOUTH SUSPENSION	<u>TIME: 1:00 pm pst</u>					
BRIDGE RENOVATION	Bid Submittal:					
BID COORDINATOR: Thea Prince, City of	All Bids shall be submitted electronically					
Spokane Purchasing Department	through the ProcureWare online					
	procurement system portal: https://spokane.procureware.com before					
PRE-BID MEETING: Tuesday, March 21, 2023 at	the due date and time.					
1:30 pm – City Hall Lobby, Tribal Conference						
Room, 808 W Spokane Falls Blvd., Spokane WA						
QUESTION DEADLINE: 3/24/23 3:00 pm pst						

BID SUBMITTED BY:

COMPANY_____

MAILING ADDRESS

PHYSICAL ADDRESS

PHONE NUMBER_____

E-MAIL ADDRESS_____

Shea Prince

THEA PRINCE Purchasing

Riverfont Park South Suspension Bridge - Construction Bids

Extended Price Analysis

Reference Number	Description UOM	Quantity	Extended Estimate	Garco Construction Inc.	Halme Construction, Inc	Average
Bid Price Ratio				100%	93.93%	
Total Extended				\$2,099,949.00	\$2,235,629.00	
Pricing Group				\$2,099,949.00	\$2,235,629.00	
#1	BASE BID ea	1	\$ 2,450,000.00	\$2,099,949.00	\$2,235,629.00	\$2,167,789.00

Bid Number	PW ITB 5850-23
Bid Title	Riverfront Park South Suspension Bridge Renovation Project
Due Date	Monday, April 3, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Garco Construction Inc.
Submitted By	Tim Loucks - Monday, April 3, 2023 12:35:17 PM [(UTC-08:00) Pacific Time (US & Canada)]
	tloucks@garco.com 5097557222
•	

Comments

Question Responses

Group	Reference Number	Question	Response
Technical Group			
			Garco Construction, Inc. 4114 I
	1	Provide Company Name, Address, Telephone Number as well as name and e-mail	Broadway Ave Spokane, WA
	I	address of person submitting this response.	99202 Tim Loucks, VP - Civil
			Division tloucks@garco.com
	2	How many Addenda do you acknowledge receipt of?	1
		Please complete and upload Bid Proposal Pages 10-12 of the Riverfront Park South	Bid Proposal (PP10-
	3	Suspension Bridge Renovation Project Document in the Documents Tab. Only one	12)_Garco.pdf
		document can be uploaded so save all pages as one document prior to uploading.	T2)_Garco.pdf
		Please complete and upload Subcontractor List - Page 13 of the Riverfront Park	
		South Suspension Bridge Renovation Project Document in the Document tab. If you	
	4	are not providing this with your bid response but providing it within one (1) hour of the	Subcontractor List
	4	bid due date - by 2:00 pm on 4/3/2023 - please email it to tprince@spokanecity.org	(PG13)_Garco.pdf
		with a subject line of "PW ITB #5850-23 Riverfront Park South Suspension Bridge	
		Renovation Project - Subcontractor's List.	
		Please complete and upload Minority and Women's Business Enterprise Utilization	MWBE Utilization Form
	5	Form - Page 15 of the Riverfront Park South Suspension Bridge Renovation Project	(PG15)_Garco.pdf
		Document in the Document tab.	(i Cito)_Carco.par
	6	Please complete and upload Bid Bond - Page 16 of the Riverfront Park South	Bid Bond (PG16)_Garco.pdf
	0	Suspension Bridge Renovation Project Document in the Document tab.	. , ,
	7	Upload completed Attachment 3 Unit Price Bid Form	Att 3 Unit Price Bid Form_RPE
			South_Garco.pdf

10	Upload any additional documentation you feel necessary. If you have more than one document make sure to save all documents as one .pdf document before uploading.	
9	Acknowledge that you have read and understand the following Contract Completion Time Paragraph on page 10 of the Riverfront Park South Suspension Bridge Renovation Project Document: The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and shall be physically completed within 180 working days.	I acknowledge and understand; I do not acknowledge and do not understand
8	Acknowledge that you have read and understand the following Liquidate Damages Paragraph on page 10 of the Riverfront Park South Suspension Bridge Renovation Project Document: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500) per working day until the work is satisfactorily completed	I acknowledge and understand; I do not acknowledge and do not understand

Pricing Responses

Group	Reference Number	Description	Туре	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Pricing Group								
	#1	BASE BID	Base	еа	1.00	\$2,099,949.00	\$2,099,949.00	Two Million Ninety-Nine Thousand Nine Hundred Forty-Nine and no/100
Total Base Bid	\$2,099,949.00							

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

BID PROPOSAL

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

PROJECT: #5850-23 RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

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: (Total Bid Schedule 1): 2,099,949.00

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) <u>1</u> 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 shall be physically completed within 180 working days.**

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. <u>GARCOCI928D5</u> (must be in effect at time of bid submittal)

U.B.I. Number _____ 602 809 160

Washington Employment Security Department Number 4209	1000-9
---	--------

Washington Excise Tax Registration Number 26-2160089

City of Spokane Business License Number <u>T12054470BUS</u> (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.

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

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

Name of Bidder: ______ Garco Construction, Inc.

James T. Welsh, CEO

Title 4114 East Broadway Spokane WA 99202

Address

509.535.4688

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On

date

(Seal Or Stamp)

Signature of Notary Public

N/A

My appointment expires _____

IF PARTNERSHIP

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

Signed and Sworn To (or Affirmed) Before Me On

date

(Seal Or Stamp)

Signature of Notary Public

N/A

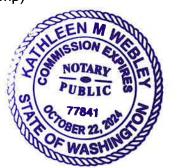
My appointment expires

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

(Seal Or Stamp)



Signature of Notary Public

My appointment expires 10/22/20

BID SCHEDULE 1 | BASE BID

Schedule 1	Description	ation & Vault Lid Replacement.			s ification ale 171 in specs
I	- South Bridge Kenov			- See Ki	ne 171 ill specs
Project Number:	: 5850-23	Riverfront Park South Suspension Bi	ridge Renovation		
Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price		Total Amount
101	1 LS	STRUCTURE SURVEYING - SOUTH			
101	1 L3	(Per Lump Sum)	* * * * * *	\$	5,000.00
102	1 LS	RECORD DRAWINGS - SOUTH (MIN BID \$5000, Per Lump Sum)	* * * * * *	\$	5,000.00
103	1 LS	REIMBURSEMENT FOR THIRD PARTY DAMAGE (ESTIMATED)	\$ 5,000.00	\$	5,000.00
104	1 LS	SPCC PLAN (Per Lump Sum)	* * * * * *	\$	2,000.00
105	1 LS	TYPE B PROGRESS SCHEDULE (Per Lump Sum)	* * * * * *	\$	10,000.00
106	1 LS	MOBILIZATION (Per Lump Sum)	* * * * * *	\$	200,000.00
107	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL (Per Lump Sum)	* * * * * *	\$	25,000.00
108	1 LS	MATERIAL ON HAND, TREE PROTECTION ZONE (Per Lump Sum)	* * * * * *	\$	3,000.00
109	1 LS	REMOVING PORTION OF EXISTING BRIDGE - SOUTH (Per Lump Sum)	* * * * * *	\$	705,115.00
110	1 LS	SITE PREPARATION / DEMOLITION - SOUTH (Per Lump Sum)	* * * * * *	\$	50,000.00
111	42 CY	CONC. CLASS 4000D FOR BRIDGE - SOUTH (Per Cubic Yard)	\$ 5,000.00	\$	210,000.00
112	17,000 LB	EPOXY COATED ST. REINF. BAR FOR BRIDGE - SOUTH (Per Pound)	\$ 0.01	\$	170.00
113	1 CALC	DEFICIENT STRENGTH CONC. PRICE ADJUSTMENT (Calculated)	\$ (1.00)	\$	(1.00
114	41 LF	STEEL BRIDGE REPAIRS - TYPE 1 (Per Lineal Foot)	\$ 250.00	\$	10,250.00

edule	Description					Tax Classification
1	- South Brid	ge Reno	ovation & Vault Lid Replacement.			- See Rule 171 in spe
115	41	LF	STEEL BRIDGE REPAIRS - TYPE 2			
			(Per Lineal Foot)	\$	110.00	\$ 4,510.00
116	41	LF	STEEL BRIDGE REPAIRS - TYPE 3			
			(Per Lineal Foot)	\$	105.00	\$ 4,305.00
117	26	EA	STEEL BRIDGE REPAIRS - TYPE 4			
			(Per Each)	\$	1,700.00	\$ 44,200.00
118	2	EA	STEEL BRIDGE REPAIRS - TYPE 5			
			(Per Each)	\$	1,200.00	\$ 2,400.00
119	4	EA	STEEL BRIDGE REPAIRS - TYPE 6			
			(Per Each)	\$	1,600.00	\$ 6,400.00
120	4	EA	STEEL BRIDGE REPAIRS - TYPE 7			
			(Per Each)	\$	4,700.00	\$ 18,800.00
121	1	EA	STEEL BRIDGE REPAIRS - TYPE 8		5 000 00	5 000 00
			(Per Each)	\$	5,000.00	\$ 5,000.00
122	406	LF	BRIDGE RAILING TYPE PEDESTRIAN		<000 000	
			RETROFIT - SOUTH (Per Lineal Foot)	\$	600.00	\$ 243,600.0
123	22	LF	EXPANSION JOINT SYSTEM STRIP SEAL			
			SUPERSTR. (Per Lineal Foot)	\$	600.00	\$ 13,200.00
124	1	LS	VAULT LIDS			
			(Per Lump Sum)	*	* * * * *	\$ 200,000.00
125	1	LS	DRAINAGE			
			(Per Lump Sum)	*	* * * * *	\$ 30,000.00
126	1	LS	TEMPORARY EROSION AND SEDIMENT			+ 10 000 00
			CONTROL (Per Lump Sum)	*	* * * * *	\$ 10,000.00
128	2	EA	BRIDGE CLOSURE GATE MOUNTING			
			ASSEMBLY (Per Each)	\$	1,000.00	\$ 2,000.00
129	2,700	LF	CONDUIT PIPE 4 IN DIAM - SOUTH			
			(Per Lineal Foot)	\$	50.00	\$ 135,000.0
130	1	LS	ILLUMINATION SYSTEM - SOUTH			
			(Per Lump Sum)	*	* * * * *	\$ 150,000.0
						2 000 0 10
				Tota	al Schedule 1:	\$ 2,099,949.

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

BID BOND

	We,	Garco Construction, Inc.	as Principal,				
and _		Annual Bid Bond on File with City of Spokane	as Surety,				
are he	eld and	firmly bound unto the CITY OF SPOKANE, a Washington State muni	icipal				
corpo	corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the						
payme	ent of w	which we jointly and severally bind ourselves, and our legal representation	atives and				
succe	ssors.						

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

Riverfront Park South Suspension Bridge Renovation

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

SIGNED AND SEALED on	

AS PRINCIPAL

By: Principal on File with City of Spokane

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

AS SURETY

By:_____

Attorney in Fact

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		ON & VALUE OF CTS / SUPPLIES	
None			
MINORITY BUSINESS SUBCONTRACTING GOAL	\$	MBE TOTAL	\$
WOMEN'S BUSINESS	e n/a		¢ 0.00
SUBCONTRACTING GOAL	\$ <u>n/a</u>	WBE TOTAL	\$
COMBINATION GOAL:	\$^a	MBE/WBE TOTAL	\$0.00
*Designate MBE or WBE			

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

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM IF BEING PROVIDED WITH YOUR BID RESPONSE. IF YOU ARE PROVIDING WITHIN ONE (1) HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME – EMAIL THIS FORM TO <u>TPRINCE@SPOKANECITY.ORG</u> BY 2:00 PM ON THE BID DUE DATE.

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB #5850-23 RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. <u>Failure of the prime contract bidder to submit</u> as part of the bid the <u>names of such subcontractors</u> or to <u>name itself to perform such work</u> or the naming of two or more subcontractors to perform the same work <u>shall render the prime contract bidder's bid</u> <u>nonresponsive and, therefore, void</u>." (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

 Power City Electric

 Work to be performed:

 Electrical

 Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)

 Garco Construction, Inc.

 Work to be performed:

 Structural Steel

 Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

 Tri States Rebar, Inc.

 Work to be performed:

 Reinforcing Steel

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:



< Business Lookup

License Inform	nation:	New search	Back to results
Entity name:	GARCO CONSTRUCTION, INC.		
Business name:	GARCO CONSTRUCTION, INC.		
Entity type:	Profit Corporation		
UBI #:	602-809-160		
Business ID:	001		
Location ID:	0001		
Location:	Active		
Location address:	4114 E BROADWAY AVE SPOKANE WA 99202-4531		
Mailing address:	4114 E BROADWAY AVE SPOKANE WA 99202-4531		

2

Excise tax and reseller permit status:	Click here	
Secretary of State status:	Click here	
Endorsements		
Endorsements held at this lo License #	int Details Sta	tus Expiration da First issuance
Ellensburg General Business - Non-Resident	Act	ive Mar-31-2024 Feb-11-2020
Federal Way General 15-105228-00 Business - Non-Resident	Act	ive Mar-31-2024 Oct-14-2015
Kirkland General Business OBL23792 - Non-Resident	Act	ive Mar-31-2024 Nov-19-2018
Liberty Lake General Business - Non-Resident	Act	ive Mar-31-2024 Sep-27-2019
Minor Work Permit	Act	ive Mar-31-2024 Dec-15-2010
Spokane General Business T12054470BL	Act	ive Mar-31-2024 Oct-15-2012
Spokane Valley General Business - Non-Resident	Act	ive Mar-31-2024 Jun-12-2009
Wenatchee General 170046 Business - Non-Resident	Act	ive Mar-31-2024 Oct-16-2019

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuand
Governing People May include	governing people not re	egistered with Secretary of	⁵ State	
Governing people		Title		
BARNETT, HOLLIS				
100PER, JEFF A				
WELSH JR, JAMES T				
VELSH, CLANCY				
WELSH, JAMES T				
egistered Trade Names				
Registered trade names	Status			First issued
GARCO	Active			Mar-14-2019
SARCO CONSTRUCTION	Active			Mar-14-2019
GARCO CONSTRUCTION, INC.	Active			Mar-14-2019
		(\mathbf{v})		

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 11:09:04 AM

Contact us

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SSIMPSON1

DATE	(MM/DD/YYYY)
	10010000

GARCCON-03

CERTIFICATE OF LIABILITY INSURANCE					CE		/29/2022	
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 Stacia S				
Hub International Northwest LLC				PHONE (A/C, No, Ext): (509) \$		FAX (A/C, No):		
PO Box 3144 Spokane, WA 99220				E-MAIL ADDRESS. Stacia.S	impson@h	ubinternational.com		
						RDING COVERAGE		NAIC #
						e Insurance Company	/	23035
INSURED				INSURER B : Liberty				42404
Garco Construction, Inc.				INSURER C : Traveler	rs Property C	asualty Company of An	nerica	25674
P.O. Box 2946				INSURER D : Indian	Harbor Insu	urance Company		36940
Spokane, WA 99220				INSURER E :				
				INSURER F :				
COVERAGES CEF	RTIFI	CATE	E NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQU PER	IREM	ENT, TERM OR CONDITION , THE INSURANCE AFFORD	OF ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPENDED HEREIN IS SUBJECT	ECT TO	WHICH THIS
INSR TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		TB2Z91469954022	12/31/2022		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000 100,000
	^	^			12/0 1/2020	MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
						PRODUCTS - COMP/OP AGG		4,000,000
B AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
X ANY AUTO	x	x	AS7Z91469954012	12/31/2022	12/31/2023	BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
EXCESS LIAB CLAIMS-MADE	X	Х	TH7Z91469954032	12/31/2022	12/31/2023	AGGREGATE	\$	10,000,000
DED X RETENTION\$)						\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		EL2Z91469954042	12/31/2022	12/31/2023	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below				4.0 10 1 10 0 = =	4.0/04/2025	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C Builder's Risk			QT6300J565818TIL22	12/31/2022				4,000,000
D Prof/Poll Liability			CEO742089707	12/31/2022	12/31/2023	\$2MM EA OCC/\$4MM AGG		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: DON KARDONG BRIDGE REHABILITATION PW ITB NUMBER: 5599-22 CITY OF SPOKANE, WASHINGTON IS ADDITIONAL INSURED IN REGARD TO THE GENERAL AND AUTOMOBILE LIABILITY POLICY, ALONG WITH A WAIVER OF SUBROGATION PER FORM(S) ATTACHED. THIS COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT.								
CERTIFICATE HOLDER				CANCELLATION				

CITY OF SPOKANE 808 SPOKANE FALLS BVLD. SPOKANE, WA 99201 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Spokane Park Board Briefing Paper



Committee	Riverfront Park C	Committee			
Committee meeting date	April 10, 2023				
Requester	Jonathan Moog		Phone number: (50	9)625-6243	
Type of agenda item	OConsent	ODiscussion	OInformation	Action	
Type of contract/agreement	ONew ORen	ewal/ext. 🔘 Lease	Amendment/change	order 🔘 Other	
City Clerks file (OPR or policy #)	2021-0627				
Item title: (Use exact language noted on the agenda)	Doppelmayr US/	A Master Agreement	Amendment (\$90,000, tax	inclusive)	
Begin/end dates	Begins: 09/15/20	D22 Ends:	09/15/2026	Open ended	
Background/history:	-0 - 03/13/20		03/13/2020		
Park Board approved a sole source resolution with Doppelmayr USA in August 2021 for parts and service. In September 2021, Park Board approved a five year on-call master agreement. These document recognize the Numerica SkyRide maintenance requirements are unique to the attraction and have specifications determined and certified by the manufacturer. In 2022, Doppelmayr completed a service assessment and recommended a three-year maintenance schedule. This amendment to the master agreement increases the annual contract amount from \$50,000 to \$90,000 in order to implement a three year preventative maintenance plan.					
Approvals/signatures outside Parks:	Yes	◯ No			
If so, who/what department, agency or co		iamaa ariffith@daaa	almayruga anm. Dhanay 2	RE 070 7460	
Name: James Griffith	Email address:	james.grimtn@dopp	elmayrusa.com Phone: 3	85-272-7462	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:					
Fiscal impact: • Expenditure	O Revenue				
Amount: 90,000 annually		Budget code: 1400-54312-76810-5	54201		
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 602-200-664 Business license exp		W-9 (for new ACH Forms (f	r contractors/consultants/ve for new contractors/consulta rtificate (min. \$1 million in G	ints/vendors	

City Clerk's No. OPR 2021-0627



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT

Title: ON-CALL PARTS AND SERVICE FOR SKY RIDE

This Contract Amendment is made and entered into by and between the **CITY OF SPO-KANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **DOP-PELMAYR USA INC.**, whose address is 3160 West 500 South, Salt Lake City, Utah 84104, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide On-Call, Parts and Service for the Sky Ride; and

WHEREAS, Contractor will perform a more comprehensive maintenance schedule requiring additional funds thus, the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 15, 2021, 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 September 15, 2022 and shall run through September 15, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOL-LARS (\$90,000.00**), and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

DOPPELMAYR USA INC.

CITY OF SPOKANE PARKS AND RECREATION

By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	

23-064



< Business Lookup

License Information: New search Back to results						
Entity name:	DOPPELMAYR USA, INC.					
Business name:	DOPPELMAYR USA, INC.					
Entity type:	Profit Corporation					
UBI #:	602-200-664					
Business ID:	001					
Location ID:	0001					
Location:	Active					
Location address:	3160 W 500 S SALT LAKE CITY UT 84104-4443					
Mailing address:	3160 W 500 S SALT LAKE CITY UT 84104-4443					

?

Excise tax and reseller permit status:		Click here		
Secretary of State status:		Click here		
Endorsements				
Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane General Business T12043806 - Non-Resident	BL		Active	Sep-30-2023 Oct-15-2012
Governing People May include gover	erning people not re	gistered with Secretary of	State	
Governing people		Title		
BEE, MARK				
FOURNIER, MICHELLE				
LAMOUREUX, ANDRE				
SCHMITZ, KATHARINA				
	The Busines 5:57:32 AM	•	tion is updated nightly	. Search date and time: 4/7/2023

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