

Spokane Park Board Agenda

3:30 p.m. Thursday, May 11, 2023 In-person in City Hall Council Chambers and WebEx virtual meeting Call in: 408-418-9388

Access code: 2486 273 6319

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. Consent agenda:

- A. Administrative/committee-level items
 - 1) April 13, 2023, regular Park Board meeting minutes
 - 2) Claims April 2023
 - 3) AHBL, Inc. Amendment #1 / Citywide Dog Park site selection & design services (\$18,500, non-taxable service) Nick Hamad
 - 4) Northwest Playground Equipment, Inc. contract for playground surfacing & installation/Dutch Jakes Park playground project (\$176,060.01, tax inclusive) – Berry Ellison
 - 5) AllPlay Systems, LLC contract for play equipment, surfacing, & installation / Grant Park playground project (\$98,004.79 tax inclusive) Berry Ellison
 - 6) Shamrock Paving, Inc. construction contract / Susie's Trail Pedestrian Pathway (\$194,076.00 plus tax) Nick Hamad
 - 7) Spokane County access road easement agreement / Fish Lake Trail (\$1,899.89 revenue) Nick Hamad
 - 8) EPI Pen Emergency Administration Policy Ryan Griffith
 - 9) Riverfront Park Zamboni Lease Proposal Jon Moog
 - 10) Bacon Concrete, Inc. / Wildhorse Park playground renovation project (\$154,780.00,

tax inclusive) - Berry Ellison

4. Special guests:

- A. Spokane Youth and Senior Centers' Association quarterly update Claudia Ouwerkerk, Corbin Senior Center
- 5. Financial report and budget update: Rich Lentz
- 6. Special discussion/action items:
 - A. Public Comment Order of Business Bob Anderson
- 7. Committee reports action items:

Urban Forestry Tree Committee: May 2, 2023 – Kevin Brownlee

A. Action items: None

Land Committee: May 3, 2023 – Greta Gilman

- A. Action items: Six of seven action items were presented on the consent agenda.
 - Resolution selecting Upriver Park as the location for a new community dog park & accepting ownership of a new neighborhood dog park at 2616 E. 63rd Avenue / Upriver Park (no cost) – Nick Hamad
 - 2) AHBL, Inc. Architecture & Engineering Services contract for the Make Beacon Hill Public Phase 2 project / Upriver Park & Camp Sekani Park (\$309,840.00, non-taxable service) Nick Hamad

Recreation Committee: May 3, 2023 – Sally Lodato

- A. Action items: One of two action items was presented on the consent agenda.
 - Inter-local Agreement between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments regarding joint offering of certain recreational program – Jennifer Papich

Riverfront Park Committee: May 8, 2023 – Gerry Sperling

- A. Action items:
 - 1) KPFF Consulting Engineers contract / Riverfront Park South Suspension Bridge Construction Engineering Support (\$74,626.72, non-taxable service) Nick Hamad
 - 2) Levy Premium Service agreement Amy Lindsey

Golf Committee: The May 9, 2023, meeting was canceled. - Nick Sumner

A. Action items: None

Finance Committee: May 9, 2023 – Bob Anderson

A. Action items: Action items were presented on the consent agenda.

Development & Volunteer Committee: April 19, 2023 – Jennifer Ogden

A. Action items: None

8. 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

- 9. Public comments
- 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 30, 2023, **Shadle Park Library Events Room, 2111 W. Wellesley Ave.**, and virtually via WebEx

Land Committee: 3:30 p.m. May 31, 2023, The Hive Events Room A, 2904 E. Sprague Ave., and virtually via WebEx

Recreation Committee: 5:15 p.m. May 31, 2023, **The Hive Events Room A, 2904 E. Sprague Ave.,** and virtually via WebEx

Riverfront Park Committee: 4:00 p.m. June 5, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. June 6, 2023, **The Hive Events Room C, 2904 E. Sprague Ave.**, and virtually via WebEx

Finance Committee: 3:00 p.m. June 6, 2023, South Hill Library, 3324 S. Perry St., and virtually via WebEx

Development & Volunteer Committee: 3:00 p.m. May 17, 2023, **South Hill Library**, **3324 S. Perry St.**, and virtually via WebEx

- B. Park Board: 3:30 p.m. June 8, 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

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 dmoss@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

CITY OF SPOKANE PARK AND RECREATION DIVISION APRIL 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - MAY 11, 2023

PARKS & RECREATION:

SALARIES & WAGES	\$ 921,963.44
MAINTENANCE & OPERATIONS	\$ 616,030.84
CAPITAL OUTLAY	\$ 107,066.30
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 70,656.02
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 49,989.65
GOLF:	
SALARIES & WAGES	\$ 125,694.25
MAINTENANCE & OPERATIONS	\$ 103,131.30
CAPITAL OUTLAY	\$ 149,240.80
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,143,772.60

Spokane Park Board Briefing Paper



	New Renewal, OPR 2022-0269 Goal B, Obj. 1, (dog p	iscussion	Phone number: 5	
Type of agenda item	Consent OD New Renewal, OPR 2022-0269			
	OPR 2022-0269		Information	Action
Type of contract/agreement	OPR 2022-0269	Avt Olease		Action
		cxt. O'Lease	Amendment/chang	e order Other
City Clerks file (OPR or policy #)	Goal B. Obi. 1. (dog.r			
Master Plan Goal, Objective, Strategy (click for link to adopted plan)	Odar B, Obj. 1, (dog p	, l	ter Plan Priority Tier: 71-175)	Second Tier
Item title: (Use exact language noted on the agenda)	AHBL, Inc. Amendme (\$18,500 non-taxable		dog park site selection a	& design services
Begin/end dates	Begins: 04/13/2023	Ends	07/31/2023	06/01/2525
Background/history: Amendment #1 to the existing cont maintenance and operations guided design services for (2) additional since Additional scope became necessar official south hill dog park were not Initial contract value was \$34,500. Motion wording: Motion to approve contract amendment #7 \$18,500.00 non-taxable service.	lines. This amend tes, Upriver Park a ry after it was deter acceptable locatio Total value after a	ment authorized nd a Spokan mined the initial national mendment is	zes site-specific dog e County owned pro itial 'top 3' dog park l dog park.	park schematic perty. ocations for an
Approvals/signatures outside Parks:	• Yes) No		
If so, who/what department, agency or co	• •			
Name: Craig Anderson	Email address: cand	lerson@AHBL.	com Phone:	509.321.9388
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Garrett Jones		
Fiscal impact: Expenditure	Revenue			
Amount: 1950-54920-94000-56301	Budg N/A	et code:		
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - Ci	New vendor	-	v contractors/consultants/ for new contractors/consu	



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT/EXTENSION

Title: CITYWIDE DOG PARK SITE SELECTION & DESIGN SERVICES

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **AHBL, INC.**, whose address is 2215 North 30th Street, Suite 300, Tacoma, Washington 98403, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Landscape Architecture Services for the Citywide Dog Park Site Selection, Design and Operation Guidelines project; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 20, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on April 14, 2022 and shall run through July 31, 2023.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the additional Work set forth in the April 6, 2023 Proposal, attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (\$18,500.00), and applicable sales tax, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension 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/Extension by having legally-binding representatives affix their signatures below.

AHBL, INC.	PARKS AND RECREATION			
By Signature Date	By			
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: April 6, 2023 Proposal				

23-074

AUTHORIZATION FOR ADDITIONAL SERVICES



TO: Nick Hamad, Acting Park Planning and DATE: April 6, 2023

Development Manager

City of Spokane Parks & Recreation 808 West Spokane Falls Boulevard

Spokane, WA 99201

PROJECT NO.: 2220184.10, Task 11

2220184.40, Tasks 46 & 47

PROJECT NAME: City of Spokane Citywide Dog Park

Guidelines

EMAIL: nhamad@spokanecity.org SUBJECT: Community Dog Park Concept Designs

SERVICES PROVIDED:

DESCRIPTION OF WORK:

The following additional services have been requested:

Civil Engineering - 2220184.10

Upriver Drive Schematic Design - Task 11

AHBL Civil engineers will provide input on the overall concept and information to AHBL Landscape to incorporate into the landscape site plan. A civil deliverable will not be provided.

- 1. Prepare a base map for drawings using publicly available GIS data and information provided by the City.
- 2. Review site access and sight lines onto Upriver Drive.
- Review stormwater needs and prepare approximate sizing for facilities. Infiltration is assumed to be feasible.
- 4. Review site plan grading to determine if codes can be reasonably met.
- 5. Review available utilities and prepare a schematic utility plan for pre-development review.
- 6. Assist with civil related items for the preliminary cost estimate.
- 7. Attend the Pre-Development Conference.

This scope of work will be billed under a new task "Upriver Drive Schematic Design – Task 11" of the original Contract No. OPR 2022-0269.

Landscape Architecture – 2220184.40

County Pit Site Concept Design – Task 46

 Prepare a feasibility concept layout plan and preliminary construction cost estimate for an approximately 7-acre dog park at the "County Pit Site" near Carnahan and Glenrose.

This scope of work will be billed under a new task "County Pit Feasibility – Task 46" of the original Contract No. OPR 2022-0269.



<u>Upriver Drive Schematic Design – Task 47</u>

Prepare a schematic design plan and preliminary construction cost estimate for an approximately 7-acre dog park on Parcel 35013.0201, an 18.97-acre, City-owned property north of East Upriver Drive east of John Shields Park. Portions of the parcel fall in the shoreline buffer of the Spokane River. This site has been selected as the next Community Dog Park in Spokane and will need a more thorough feasibility and schematic design process than the concept layouts for previous sites. The final site plan will meet Site Plan Requirements for a Pre-Development Conference Application. The following schematic design elements will be performed as part of this task:

- 2. Review site and surroundings.
- 3. Review available environmental reports, concept designs for nearby park projects, code requirements, and design guidelines.
- 4. Develop an initial site program and perform a site analysis.
- 5. Identify critical design elements, with problem areas identified and strategies developed to resolve them.
- 6. Explore functional diagrams, develop a design parti, and explore three site design options (minimum 3) based on the parti.
- 7. Review and select preferred site option with City staff.
- 8. Refine the preferred site option and prepare a Pre-Development Conference Application site plan per City requirements. The schematic is expected to include, but not be limited to, parking, fencing, gates, site furnishings, and dog park amenities.
- 9. Assist City staff with Application information.
- 10. Attend the Pre-Development Conference.
- 11. Prepare a preliminary construction cost estimate for improvements.

This scope of work will be billed under a new task "Upriver Drive Schematic Design – Task 47" of the original Contract No. OPR 2022-0269.

BILLING SUMMARY:

<u>Items</u>	<u>Description</u>	Task No.	<u>Amount</u>
Civil Engineeri	ng - 2220184.10		
Items 1-7	Upriver Drive Schematic Design	T-11	\$5,500
Landscape Arc	hitecture - 2220184.40		
Item 1 Items 2-11 Subtotal	County Pit Site Concept Design Upriver Drive Schematic Design	T-46 T-47	\$3,500 <u>9,500</u> \$13,000
TOTAL ADDITI	ONAL SERVICES		\$18,500





AGREEMENT:

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated **April 14, 2022**. AHBL's receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.

Client Purchase Order No:			<u></u>
Client Name:			<u> </u>
Signature:			Date:
Printed Name/Title:			<u></u>
AHBL Project Mgr. Signature:	Croig D. Anderson DIA LEET) AB	Date: 4/6/2023
AHBL Proj. Mgr. Printed Name:	Craig D. Andersen, PLA, LEED	JAP	<u> </u>
□ TACOMA	□ SEATTLE	⊠ SPOKANE	☐ TRI-CITIES
2215 North 30 th Street, Suite 300 Tacoma, WA 98403-3350 253.383.2422 TEL	1200 6th Avenue, Suite 1620 Seattle, WA 98101-3117 206.267.2425 TEL	601 West Main Avenue, Suite 305 Spokane, WA 99201-0613 509.252.5019 TEL	5804 Road 90, Suite H Pasco, WA 99301-8551 509.380.5883 TEL

CDA/EMF/lsk

c: Erick Fitzpatrick, Accounting - AHBL

Q:\2022\2220184\Proposals_Contracts\Finals\20230406 Auth (T11,46,47) 2220184.10.40.docx



Section Business Lookup

License Information:

New search Back to results

Entity name: AHBL, INC.

Business name: AHBL, INC.

Entity type: Profit Corporation

UBI #: 600-130-359

Business ID: 001

Location ID: 0002

Location: Active

Location address: 827 W 1ST AVE

STE 301

SPOKANE WA 99201-3912

Mailing address: 2215 N 30TH ST STE 300

TACOMA WA 98403-3350



Excise tax and reseller permit status: Click here Click here **Secretary of State status: Endorsements Endorsements held at this lo License #** Count **Details Status Expiration da** First issuance Spokane General Business T12057914BL Active Apr-30-2024 Oct-15-2012 Governing People May include governing people not registered with Secretary of State Filter **Governing people Title** BECKER, JOHN CARLSON, WAYNE FIERST, WILLIAM FITZPATRICK, ERICK FOLLANSBEE, DAVID HANSEN, TIM LELAND, KENNETH

Governing people	Title	
MCEACHERN, ANDREW		
NASON, DAVID		
SAWIN, TODD		
TAPP, DOUGLAS		
WEBER, JOHN		
Registered Trade Name	es	
Registered trade names	Status	First issued

Active

AHBL. INC

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/3/2023 9:20:02 AM

May-10-1990



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Spokane Park Board Briefing Paper



Committee	Land	Co	ommittee meeting o	date : May 3, 2023			
Requester	Berry Ellison		Phone num	n ber : 509.625.6276			
Type of agenda item	Consent	Discussion	○ Informatio	n 💽 Action			
Type of contract/agreement	New Rene	ewal/ext. OLe	ase OAmendment,	/change order Other			
City Clerks file (OPR or policy #)							
Master Plan Goal, Objective, Strategy	Goal B,Obj. 1 & 0	Goal G,Obj. 1	Master Plan Priority	Tier: First			
(Click HERE for link to the adopted plan)	-	(pg. 171-175)				
Item title: (Use exact language noted on the agenda)			it, Inc. contract for play yground project (\$176	yground surfacing & 5,060.01,tax inclusive)			
Begin/end dates	Begins: 05/11/20	23 E	nds: 12/31/2023	06/01/2525			
Background/history:							
Dutch Jakes Park Playground Renovation includes a replacing the temporary 4,030sf playground surface with 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 \$13,000 in discounts. ARPA Funded per Ordinance C36163, passed on 1/3/2022. Note: This quote follows the NASPO Contract #6480 competitive process.							
Motion wording: Move to approve Northwest Playground I Jakes Park playground in the amount of S	\$176,060.01 (tax i						
Approvals/signatures outside Parks:	Yes	○ No					
If so, who/what department, agency or co				Dhana,			
Name: Chris Brummett	Email address:	Chrisb@nwplay	/ground.com	Phone: 509 520-6053			
Distribution:		_	spokanecity.org				
Parks – Accounting Parks – Sarah Deatrich		_	/piayground.com; cnris spokanecity.org	sb@nwplayground.com			
Requester: Berry Ellison			gspokanecity.org				
Grant Management Department/Name:		tprince@s	pokanecity.org				
Fiscal impact: • Expenditure	Revenue						
Amount:		Budget code:					
\$176,060.01 (tax inclusive)		1425-88153-947	760-56414-97248 (AR	PA funds)			
Vendor: Existing vendor	New vendo	ſ					
Supporting documents:				dantahan I			
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	City of Spokane	—	r new contractors/consu				
· ·							



Northwest Playground Equipment, Inc.

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

QUOTE

Quote # CB-4272023-00002817

To: Spokane, City of Date: 04-27-2023

Re: Dutch Jakes Quote Name: Dutch Jakes- Flexground PIP

Bill To: 808 W Spokane Falls Blvd Site Address: 701 N Chestnut Spokane WA

Spokane, WA 99201

Name: Berry Ellison Phone: 509-625-6276

Email: bellison@spokanecity.org Cell:

Item #	Qty	Description	Price	Total Price
	~.,	EQUIPMENT	1	
FlexGround Pour In Place	1	FlexGround Poured-In-Place Rubber Surfacing. Provide & install 4084 Squa Feet of Pour In Place safety surfacing. Wear Layer to be a 100% Color mix with Aliphatic Resin UNIFORM thickness of 3.5" (8' CF max.) Wear course is to be 5/8" thick, created by a mixture of Standard 100% rubber particles and polyurethane binder. Price includes Offloading and Disposal of packaging. Freight Costs included.		\$136,309.32
		Equipmen CONTRACT DISCOUNT	nt Subtotal (less tax):	\$136,309.32
FlexGround		NASPO - NASPO Value Point Cooperative Purchasing Discount #6480	: 10%	(\$13,630.93)
		FREIGHT	_	
		Equipm	nent Total (less tax):	\$122,678.39
Site Prep	1	CERTIFIED INSTALLATION Site Prep- Mobilization of Equipment Removal from play area and stock pile of EWF on site To be disposed of by others Provide and place 8" gravel base Re-sod access path Site clean up	\$34,140.00	\$34,140.00
Location Code:		Davis Bacon Performance Bond (If Required): Credit Card Fee (If Required): Resale Certificate Required for Tax Exemption: Tax:	Installation Total: 3.0% 3.5% 9.00%	\$34,140.00 \$4,704.55 \$14,537.06
			ORDER TOTAL:	\$176,060.01



Northwest Playground Equipment, Inc.

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

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.

Christopher Brummett			
Sales Rep	Customer Signature	Date	



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: Dutch Jakes Quote # CB-4272023-00002817

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 10 days.

Orders placed or requested for delivery after 10 days are subject to Steel and Material price increases and Surcharges.

**_____(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; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds Site work and landscaping Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; 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.

Christopher Brummett			
Sales Rep	Customer Signature	Date	



< Business Lookup

License Information:

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



Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Page 2 of 3 >

Endorsements				Filter	
Endorsements held at this lo	License #	Count	Details	Status	Expiration da First issuance
Moses Lake General Business - Non-Resident	BL2021-0889			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



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				Active	Feb-29-2024 Jan-28-2021

Governing People May include g	overning 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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Spokane Park Board Briefing Paper



Committee	Land	Co	mmittee meeting date:	May 3, 2023
Requester	Berry Ellison	Berry Ellison Phone number : 509.625.6		
Type of agenda item	OConsent (Discussion	○ Information	Action
Type of contract/agreement	New Rene	wal/ext. OLea	se OAmendment/chan	ge order Other
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy	Goal K, Obj. 1	N	laster Plan Priority Tier	: First
(Click HERE for link to the adopted plan)		(p	g. 171-175)	
Item title : (Use exact language noted on the agenda)			r play equipment, surfacing project (\$98,004.79 tax in	
		۲ 9	, p, (+ ,	,
Begin/end dates	Begins: 05/11/20	23 Er	nds: 12/31/2023	06/01/2525
Background/history:	-			
Grant Park playground renovations		•		
equipment for children aged 2-12. walkways to/from the adjacent park		intain existing	site furnishings and AL	JA compliant
The City worked with a qualified ve	•	ent resilients:	urfacing & installation	while utilizing a
cost effective State contract for the				
LLC.	1 3		1	,
Note: This quote follows the NASP	O Contract #648	30 competitive	process.	
Motion wording:				
Move to approve Allplay Systems, LLC. of project in the amount of \$98,004.79 (tax			ng, & installation for the Gr	ant Park playground
Approvals/signatures outside Parks:	• Yes			
If so, who/what department, agency or c	•	○ No Systems LLC		
Name: Danielle Patterson		danielle@allplay	systems.com Phone	e: 360 808-5925
Distribution:			spokanecity.org	
Parks – Accounting		mamauws	spokanecity.org	
Parks – Sarah Deatrich		cstrong@s _l	ookanecity.org	
Requester: Berry Ellison			spokanecity.org	
Grant Management Department/Name:		tprince@sp	okanecity.org	
Fiscal impact: Expenditure	Revenue			
Amount:		Budget code:	00 F0444 07040 (ADDA f.	d-\
\$ 98,004.79 (tax inclusive)		1425-88153-947	60-56414-97248 (ARPA fu	inds)
Vendor: • Existing vendor	New vendor			
Supporting documents:				,
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	ity of Snokane	—	new contractors/consultants	
UBI: Business license exp	•		ns (for new contractors/cons e Certificate (min. \$1 million i	

City	Clerk's No.	



City of Spokane

PUBLIC WORKS AGREEMENT

Title: FABRICATE, DELIVER AND INSTALL PLAY-GROUND EQUIPMENT AT GRANT 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 ALLPLAY 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. 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 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 GRANT 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 May 11, 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 **EIGHTY-NINE THOUSAND NINE HUNDRED TWELVE AND 65/100 DOLLARS (\$89,912.65)**, 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.

8. 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.

- 9. <u>STATE PREVAILING WAGES</u>. 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.
- 10. <u>RETAINAGE IN LIEU OF BOND</u>. 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.
- 11. <u>PUBLIC WORKS REQUIREMENTS</u>. 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.

- 12. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
- 13. <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.

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

15. <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.

16. <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.

17. 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.

- 18. <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.
- 19. <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.
- 20. <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").
- 21. <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.
- 22. <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.
- 23. <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.
- 24. <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.
- 25. <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.
- 26. <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.

- 27. <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.
- 28. <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.
- 29. <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	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 22-088

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 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 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.

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), 780(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. **Total Compensation:** Name: **Total Compensation:** Name: **Total Compensation:** Name: **Total Compensation:** Name: Total Compensation: Name: The Grantee certifies that the information contained on this form is true and accurate.

EXHIBIT B - CONTRACTOR'S QUOTE NOS. WKB 4-3-23 and WKB 4-19-23

P.O. Box 1886 Sequim, WA 98382

Quotation

Suplay
Systems
Our work is all play

Toll Free: 888.531.4881 Fax: 888.655.6412

Email: lisa@allplaysystems.com

Lisa Patrick (509) 954-0835

Project: Spokane Grant Park EQUIPMENT wkb 4-3-23

Date: 4/3/2023

Bill To:

Spokane Parks & Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Contact: Berry Ellison Phone: 509-625-6276

Email: bellison@spokanecity.org

Ship To: Spokane Grant Park 1015 S. Arthur St.

Spokane, WA 99202

Contact: Rock Wells
Phone: 509-290-8596

Email: rock@mountainrockdc.com

Prepared for: Berry Ellison

Quote valid until: 5/3/2023

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	Mini Mars Combination USP.07166 - 3/27/23	Custom	1	\$37,382.00	\$37,382.00
	including: railing rope w/6x rocking plates,				
	net helix, layaway walk and fast lane slide				
	O'Tannebaum 2.5		1	\$11,314.00	\$11,314.00
	Palmetto Saucer		1	\$4,934.00	\$4,934.00
	Beetle		1	\$2,695.00	\$2,695.00
	FREIGHT		1	\$5,672.95	\$5,672.95
NASPO	WA State Purchasing Contract - equipment (-10%)		1	-\$5,632.50	-\$5,632.50

Additional Info:

Installer will offload with coordinated delivery at job site.	Subtotal Tax 9.0% Total	\$56,365.45 \$5,072.89 \$61,438.34
Customer Signature:		

9			
_			
Date			



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

Quotation

Toll Free: 888.531.4881 Fax: 888.655.6412

Email: lisa@allplaysystems.com

Lisa Patrick (509) 954-0835

Project: Spokane Grant Park Berliner INSTALL wkb 4-4-23

Date: 4/4/2023

Bill To:

Spokane Parks & Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Contact: Berry Ellison Phone: 509-625-6276

Email: bellison@spokanecity.org

Quote valid until: 5/4/2023

Ship To:

Prepared for: Berry Ellison

Spokane Grant Park 1015 S. Arthur St. Spokane, WA 99202

Contact: Rock Wells Phone: 509-290-8596

Email: rock@mountainrockdc.com

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
Mountain	Demo and disposal of existing equipment		1	\$5,040.00	\$5,040.00
Rock	Demo and disposal of EWF		1	\$3,570.00	\$3,570.00
Designs	Site security		1	\$920.00	\$920.00
	Installation of play equip state prevailing wage		1	\$16,485.00	\$16,485.00
Zeager	Provide and install Geotextile Fabric and	Woodcarpet	130	\$57.94	\$7,532.20
	12" Engineered Wood Fiber 2827 sf footprint				

Additional Info:

State Prevailing Wages included as well as offloading, security fence and disposal of packaging and spoils. Existing equipment and EWF to be demo'd and removed from site.	Subtotal Tax 9.0% Total	\$33,547.20 \$3,019.25 \$36,566.45
Customer Signature:		

5			
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. 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

Signature, Administrator, or Applicant Agency
Date
Danielle Patterson

Managing gartner, Allplay Systems

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, or an employee of a member 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.

Signature	Date
Title, Company	_



< Business Lookup

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

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



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
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	5925CON32	3		Active	Jan-31-2024	Jan-06-2023
Spokane General Business - Non-Resident	T12087740B	L		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 governing people not registered with Secretary of State



Governing people	Title	
HANSEN, JEFF		
PATTERSON, DANIELLE		
Registered Trade Nan	nes	
Registered trade names	Status	First issued
ALLPLAY SYSTEMS	Active	Apr-27-2012
	The Business Lookup information is upo 7:22:49 AM	dated nightly. Search date and time: 4/5/202

Contact us

How are we doing?

Take our survey!

Don't see what ou expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

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

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 fig	his to the certificate holder in fieu of such	i endorsement(s).	
PRODUCER		CONTACT Kayla Furford	
Callis & Associates, Inc.		PHONE (A/C, No, Ext): (360) 452-2314 FAX (A/C, No): (360) 4	452-1701
802 East 1st St, Suite 3		E-MAIL address: certificate@callisinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Port Angeles	WA 98362	INSURER A: Great American E & S Insurance Co.	
INSURED		INSURER B: Allied Insurance Company of America	
Allplay Systems, LLC		INSURER C:	
DBA: Allplay Systems		INSURER D:	
PO Box 1886		INSURER E :	
Sequim	WA 98382-4332	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: CL225270808	3 REVISION NUMBER:	

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

INSR	Type of Inclinance	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)		
	CLAIMS-MADE OCCUR						EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	CLAIIVIS-IVIADE OCCUR						MED EXP (Any one person) \$ 5,000	
Α		Y	Υ	E703284	05/19/2022	05/19/2023	PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000	
	OTHER:						\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000	
	× ANY AUTO						BODILY INJURY (Per person) \$	
В	OWNED SCHEDULED AUTOS ONLY	Υ	Υ	ACP 3100141109	05/19/2022	05/19/2023	BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$	
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH- WA State Stop	Gap
l _A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		E703284	05/19/2022	05/19/2023	E.L. EACH ACCIDENT \$ 1,000,000	
``	(Mandatory in NH)				3, 10, 2022	3, 10,2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
А	Pollution Liability			E703284	05/19/2022	05/19/2023	Each Occurence \$2,000,000	
							Aggregate \$4,000,000	

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

Certificate holder and project owner are an additional insured with respects to the General Liability and Pollution Liability when required by written contract by the terms of form GLS 50 07 11 19 & GLE 20 10 04 13. When required by written contract: GLE 20 37 04 13 Completed Operations - Blanket endorsement applies. GLE 25 03 03 97 Per Project endorsement applies. GLE 24 04 05 09 Waiver of Subrogation applies. GLE 50 06 12 19 Additional Insured - Primary & Non-contributory endorsement applies. Refer to policy(s) for all applicable terms, conditions, endorsements and exclusions. Evidence Only.

CERTIFICAT	E HOLDER		CANCELLATION
	City of Spokane Parks & Recreation Department 808 W Spokane Falls Blvd		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	ooo w opokane i alis biva		AUTHORIZED REPRESENTATIVE
	Spokane I	WA 99201	andy Callis

Spokane Park Board Briefing Paper



Committee	Land Committee	Committee meeting date:	May 3, 2023
Requester	Nick Hamad Phone number: 509.363.5		509.363.5452
Type of agenda item	Consent ODiscussion	n OInformation	Action
Type of contract/agreement	New Renewal/ext.	Lease OAmendment/chang	ge order Other
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy	Goal B, Obj. 2	Master Plan Priority Tier:	Third
(Click HERE for link to the adopted plan)		(pg. 171-175)	_
Item title: (Use exact language noted on the agenda)	Shamrock Paving, Inc. constru (\$194,076.00 plus tax)	uction contract / Susie's Trail Pe	edestrian Pathway
,	(φτο 1,οτο.ου ριασιαχ)		
Begin/end dates	Begins: 05/11/2023	Ends: 05/01/2024	06/01/2525
Background/history: Contract with Shamrock Paving fo	r 'base bid' scope of Susie	s's Trail project, constructir	ng new
pedestrian trail from Trinity Place t trail but constructs as much trail as			ıct the entire
\$100,000 in project funding has be are required to match the donation		5	ional park funds
Motion wording: Move to approve Shamrock Paving, Inc. amount of \$194,076.00 (plus tax).	construction contract for the Su	sie's Trail Pedestrian Pathway	project in the
Approvals/signatures outside Parks:	Yes No		
If so, who/what department, agency or co		_	
Name: Shamrock Paving, Inc.	Email address: TBD	Phone	: TBD
Distribution:		d@spokanecity.org	
Parks – Accounting Parks – Sarah Deatrich	tprince(@spokanecity.org	
Requester: Berry Ellison			
Grant Management Department/Name:			
Fiscal impact: Expenditure	Revenue		
Amount:	Budget code:		
\$194,076.00 (plus tax)	1950		
Vendor: • Existing vendor	New vendor		
Supporting documents:			, .
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	 	(for new contractors/consultants/	
UBI: Business license exp		Forms (for new contractors/consurance Certificate (min. \$1 million in	

City Clerk's No.	



City of Spokane

PUBLIC WORKS AGREEMENT

Title: SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION

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 **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

- 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 **SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION**.
- 2. <u>CONTRACT DOCUMENTS</u>. The contract documents are this Contract, the Contractor's completed bid proposal form, 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 and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid 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.

Contractor will construct the Base Bid, in accordance with the contract documents.

- 3. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall begin on May 11, 2023 and shall run through May 1, 2024. 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 NINETY-FOUR THOUSAND SEVENTY-SIX AND NO/100 DOLLARS (\$194,076.00)**, 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. PAYMENT. 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.
- 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.
- 9. <u>BONDS</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
- 10. <u>INSURANCE</u>. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

- 11. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
- 12. <u>WAGES</u>. 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.
- 13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- 14. <u>PUBLIC WORKS REQUIREMENTS.</u> 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.

15. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the

- subcontractor's employees working in Washington, as required in Title 51 RCW:
- b. A Washington Employment Security Department number, as required in Title 50 RCW;
- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. An electrical contractor license, if required by Chapter 19.28 RCW;
- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.
 - 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 16. <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.

17. 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.
- 18. <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.
- 19. <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.

- 20. <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.
- 21. <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.
- 22. <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.
- 23. <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.
- 24. <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.
- 25. <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.
- 26. <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.
- 27. <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.
- 28. <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.
- 29. <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.

SHAMROCK PAVING, 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:

Payment Bond
Performance Bond
Certification Regarding Debarment
23-093

PAYMENT BOND

	PATMEN	I BOND
FOUR the pa	nd firmly bound to the City of Spokane, Was THOUSAND SEVENTY-SIX AND NO/100 I	ipal, and, as surety, are hington, in the sum of ONE HUNDRED NINETY-DOLLARS (\$194,076.00) , plus applicable taxes, legal representatives and successors, jointly and
		th the City of Spokane, Washington, to do all work EDESTRIAN PATHWAY CONSTRUCTION. If
A.		rs, material suppliers and all person(s) who shall d pay all taxes and contributions, increases and
B.	comply with all applicable federal, state and	d local laws and regulations;
then th	nis obligation shall be null and void; otherwise	e it shall remain in full force and effect.
perforr herein Contra conditi increas crease contra	terms of the Contract, the specifications are med under the Contract shall in any way affect, and waives notice of any change, extension act or the work performed. The Surety agrees ions of the Contract that increase the total are se the obligation of the Surety on this bond add obligation Any judgment obtained again	o change, extension of time, alteration or addition accompanying the Contract, or to the work to be ect its obligation on this bond, except as provided in of time, alteration or addition to the terms of the sthat modifications and changes to the terms and mount to be paid the Principal shall automatically and notice to Surety is not required for such instant the City, which relates to or is covered by the the principal and the surety, as to the amount of the suit has been given.
	SIGNED AND SEALED on	
		SHAMROCK PAVING, INC., AS PRINCIPAL
	E	By: Title:

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

AS SURETY

By: ________Its Attorney in Fact

STATE OF WASHINGTON	
County of) ss.)
I certify that I know or have	e satisfactory evidence that gned this document; on oath stated that he/she was author-
•	knowledged it as the agent or representative of the named ed to do business in the State of Washington, for the uses
DATED:	Signature of Notary Public
	My appointment expires
Approved as to form:	
Assistant City Attorney	_

	PERFORMANCE BOND
NINET ble tax	We, SHAMROCK PAVING, INC. , as principal, and, as Surety ld and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRE Y-FOUR THOUSAND SEVENTY-SIX AND NO/100 DOLLARS (\$194,076.00) , plus applicates, for the payment of which, we bind ourselves and our legal representatives and successors and severally by this document.
	The principal has entered into a Contract with the City of Spokane, Washington, to do all the Ind furnish all materials for the SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION If the principal shall:
A.	promptly and faithfully perform the Contract, and any contractual guaranty and indemnify an hold harmless the City from all loss, damage or claim which may result from any act or omis sion of the principal, its agents, employees, or subcontractors; and
B.	comply with all applicable federal, state and local laws and regulations;
then th	is obligation shall be null and void; otherwise it shall remain in full force and effect.
performation performation performation performation condition increase crease Contra	The Surety for value received agrees that no change, extension of time, alteration or additional terms of the Contract, the specifications accompanying the Contract, or to the work to be ned under the Contract shall in any way affect its obligation on this bond, except as provide and waives notice of any change, extension of time, alteration or addition to the terms of the contract that increase the total amount to be paid the Principal shall automatical see the obligation of the Surety on this bond and notice to Surety is not required for such in displacion. Any judgment obtained against the City, which relates to or is covered by the contract that increase the total amount to be paid the Surety, not only as to the contract that increase the total amount to be paid the Principal shall automatically see the obligation. Any judgment obtained against the City, which relates to or is covered by the contract that increase the total amount to be paid the Principal shall automatically see the obligation. Any judgment obtained against the City, which relates to or is covered by the contract that increase the total amount to be paid the Principal shall automatically see the obligation. Any judgment obtained against the City, which relates to or is covered by the contract that increase the total amount to be paid the Principal shall automatically see the obligation of the Surety on this bond and notice to Surety is not required for such that the principal and the Surety, not only as to the total amount to be paid the Principal shall automatically see the obligation of the Surety on this bond and notice to Surety is not required for such that the principal and the Surety is not required for such that the principal and the Surety is not required for such that the principal and the Surety is not required for such that the principal and the Surety is not required for such that the principal and the Surety is not required for such that the principal and the Surety is not required for such that the principal and the Surety is
	SIGNED AND SEALED on
	SHAMROCK PAVING, INC., AS PRINCIPAL

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

AS SURETY

By: _______
Title: _____

STATE OF WASHINGTON)
STATE OF WASHINGTON County of) SS.)
I certify that I know or have sa he/she was authorized to sign the do	signed this document; on oath stated that ocument and acknowledged it as the agent or representative of authorized to do business in the State of Washington, for the
DATED on	
	Signature of Notary
	My appointment expires
Approved as to form:	
Assistant City Attorney	_

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

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



< Business Lookup

License Information:

New search Back to results

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: Profit Corporation

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD

SPOKANE WA 99224-9555

Mailing address: PO BOX 19263

SPOKANE WA 99219-9263



Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo License # Count Details	<u>Status</u>	Expiration da First issuance
Quincy General Business - Non-Resident	Active	Dec-31-2023 Jul-13-2020
Spokane General Business T12008193BL - Non-Resident	Active	Dec-31-2023 Oct-15-2012
Spokane Valley General Business - Non-Resident	Active	Dec-31-2023 May-21-2012

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

Governing people Title

MAIERS, PAMP G

MAIERS, PAMP M

Registered Trade Names

Registered trade names Status First issued

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/3/2023 10:04:21 AM



Contact us

How are we doing? **Take our survey!**

Don't see what you expected? **Check if your browser is supported**



Spokane Park Board Briefing Paper



	1					
Committee	Land Committee Comm		nmittee meeting date: May 5, 2023			
Requester	Nick Hamad		Phone number: 509.724.3639			
Type of agenda item	OConsent OD	iscussion	○ Information	Action		
Type of contract/agreement	New Renewal	/ext. OLease	OAmendment/chang	e order Other		
City Clerks file (OPR or policy #)						
Master Plan Goal, Objective, Strategy	N/A	Mas	ter Plan Priority Tier:	N/A		
(click for link to adopted plan)		(pg. 1	71-175)			
Item title: (Use exact language noted on the agenda)	Spokane County Acc (\$1,899.89 revenue)	ess Road Ease	ment Agreement / Fish L	ake Trail		
Begin/end dates	Begins: 05/11/2023	Ends	:	√ 06/01/2525		
Background/history: Spokane County is seeking access easement across a portion of the Fish Lake Trail directly adjacent the Fish Lake Trailhead @ S. Myers Park Road in order to construct and maintain a new wetland area on County owned property. In order to legally access the its property, Spokane County is requesting a perpetual access easement to cross the Fish Lake Trail. Easement area is approximately 3,980 square feet. Intermittent County maintenance access across the trail in this location is not anticipated to inhibit public use of the Fish Lake Trail.						
Motion wording: Motion to approve the Access Road Easement Agreement with Spokane County Public Works for a revenue of \$1,889.89						
Approvals/signatures outside Parks:	•	No				
If so, who/what department, agency or contains. Matt Zarecor	ompany: Spokane Co Email address:	ounty - Spoka	ne County Engineer Phone:			
Distribution:		Patrick Rooks	(PROOKS@SpokaneCo	ounty.org)		
Parks – Accounting		Matt Zarecor	,	, 0,		
Parks – Sarah Deatrich						
Requester: Nick Hamad Grant Management Department/Name:						
Fiscal impact: Expenditure	Revenue					
Amount:	•	et code:				
\$1,889.89	1950					
Vendor: Existing vendor	New vendor					
Supporting documents:						
Quotes/solicitation (RFP, RFQ, RFB) W-9 (for new contractors/consultants/vendors						
Contractor is on the City's A&E Roster - City of Spokane UBI: ACH Forms (for new contractors/consultants/vendors Insurance Certificate (min. \$1 million in General Liability)						



This aerial only depicts general location. Please see Access Road Easement for actual depiction of easement area.



Scale: 1:1,800 Date: 3/21/2023



April 19, 2023

City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201-3333

RE:

Offer Letter – CRP 3258 – Fish Lake Wetland Mitigation

Map No.: N/A – Assessor's Parcel No.: 24333.9015

Dear City of Spokane:

Spokane County plans to proceed with the above-titled public project. As a part of the project, we need to purchase a portion of your property and/or property rights identified on the "Right of Way Plan" by the "parcel number" listed above. The bearer of this letter is Spokane County's agent in completing this transaction.

In those cases, where property rights being acquired involve a payment of less than \$10,000.00, Spokane County will administratively establish an amount to be offered. This administrative offer is based on market research performed by a person having sufficient understanding of the local real estate market.

You may wish to employ professional services to evaluate Spokane County's offer. If you do, we suggest that you employ well qualified evaluators so that the resulting report will be useful to you in deciding whether to accept Spokane County's offer. Spokane County will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

This offer consists of:

Access Road Easement

3,983 sf @ \$0.53 per sf x 90%

= \$1,899.89

Based upon the market value established for your property, our offer is \$1,900.00 (rounded).

If you have personal property presently located on the property being acquired by Spokane County that needs to be moved, Spokane County may reimburse you for the cost of moving it through the Relocation Assistance program.

Payment for your property and/or property rights will be made available to you after acceptance of Spokane County's offer. The date on which payment is made available to you is called the "payment date."

On that date, Spokane County becomes the owner of the property and/or property rights purchased and is responsible for its control and management.

The Internal Revenue Service (IRS) requires that Spokane County obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. You will be required to complete the attached W-9 form and provide it to Spokane County's agent upon acceptance of Spokane County's offer. If you want additional information, please contact an IRS office.

If you decide to reject Spokane County's offer, Spokane County, acting in the public interest, may use its right of eminent domain to acquire your property for public use. In conformity with the Washington State constitution and laws, the Spokane County Prosecutor's Office may file a condemnation suit to obtain a "Court Order of Public Use and Necessity," and a trial will be arranged to determine the just compensation to be paid for the property.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to me at (509) 477-3600. Please reply with your acceptance or rejection of this offer at your earliest convenience.

Thank you.

Sincerely,

Spokane County Right of Way Agent

Z:\ROW\Projects - CRP (current)\Fish Lake Wetland Mitigation CRP 3258\Parcel File\City of Spokane\Documents\Offer Letter and Receipt (AOS).docx

CRP 3258 – Fish Lake Wetland Mitigation Map No.: N/A – Assessor's Parcel No.: 24333.9015

OFFER LETTER ACKNOWLEDGEMENT OF RECEIPT

Please sign the acknowledgement below and it will be returned to Spokane County Public Works as part of the acquisition file, together with the original Offer Letter.

In accordance with WSDOT Acquisition Guidelines, this is to ensure that you have been presented the original Firm Offer Letter to be signed and given a copy for your records. You have read the letter and the Right of Way Agent has read it to you and has fully explained the purpose of the project and your rights to insure your complete understanding. Your signature does not indicate that you agree with the amount of the benefits or the manner in which they were calculated; it only acknowledges that the agent has read and explained your rights as presented in the Firm Offer Letter. The agent has also given you a Spokane County Acquisition Booklet to further explain and make available all your rights in regard to this proposed project.

By: City of Spokane	March 27, 2023
Name: Nicholas A. Hamad, PLA	Date
Title: Park Planning & Development Manager, City of Spokane l	Parks
Spokane County Right of Way Agent	Date

SPOKANE COUNTY PUBLIC WORKS DEPARTMENT

AGENCY NAME SPOKANE COUNTY PUBLIC WORKS DEPARTM 1026 West Broadway Avenue			WENT	are proper cl	at the items and amount t, that the same or any prized to sign for the claim	art thereof has				
	Spokane, WA 99260-0170 City of Spokane					SIGNATURE	(IN INK) FOR	R EACH CLAIN	MANT	DATE
	City of Spokane City of Spokane 808 W Spokane Falls Blvd						SPOKANE			
		kane Falls				x				
	. ,					BY:				
	NO. AND TIT 3 - Fish Lake		Mitigation							
Federal Ai		PARCEL NO			MAP NO.					
CRAB-RA			24333.9015	5	N/A	X				
Access Ro	and final payment a ad Easement		the title or interest	conveyed or relea	ised, as fully set for	rth in:	AOS APPR	03.30.2023	\$ AMOUNT	
	EASEMENTS: ad Easement		\$0.53 per s	f x 90%				1899.89		
								+	\$1,899.89	
IMPROVEM	IENTS:							+	, , , , , , , , , , , , , , , , , , , ,	
DAMAGES:										
	Cost to Cui	re						+		
	Proximity							+		
0050141 0	Land							+		
SPECIAL B	ENEFII 5									
JC (Just Co	mpensation)	Amount							\$1,900.00	(rounded)
REMAINDE									. ,	
	Uneconomi Excess Acq							++		
DEDUCTIO										
	Amount Pr	•	id							
	Performan									
	Salvage An									
	Pre Paid R	ent								
	Other									
	ATIVE SETTL							+		
	Y EVALUATIO	N ALLOWAN	ICE					+		
ESCROW F		1 V						+		
	ATE EXCISE TA	4.X						+		
OTHER:								+		
PARCEL	JOB NUM	BER	WORK	ACCOUNT	CONTROL			TOTAL		
NO.	WORK ORDER	GROUP	OP.	OBJ / SUB	SECTION	ORG. NO.	NON-PART.	DOLLARS		
Performance Bo	nd		B/S Account-A59	2						
					TOTAL					
ACQUISITIO	ACQUISITION AGENT				DA	DATE Voucher No.			TOTAL AMOUNT PA \$1,900.00	
AUTHORIZED AGENT FOR SPOKANE COUNTY ENGINEERS				DA	DATE Warrant No.					



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank						
	2	Business name/disregarded entity name, if different from above						
Print or type. Specific Instructions on page 3.	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Cl following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)					
ype	١	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne		0 0000 (0.				
Print or type c Instruction	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.							
ecifi	١	Other (see instructions)			(Applies to accour	nts maintained (outside the U.S.)	
Sp	5	Address (number, street, and apt. or suite no.) See instructions.	Reque	ester's name a	and address (c	ptional)		
See								
	6	City, state, and ZIP code						
	7	List account number(s) here (optional)						
Pai	t I	Taxpayer Identification Number (TIN)						
		ur TIN in the appropriate box. The TIN provided must match the name given on line 1 to a		Social sec	curity number			
reside	nt s, i	vithholding. For individuals, this is generally your social security number (SSN). However, alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other t is your employer identification number (EIN). If you do not have a number, see <i>How to g</i> .] -		
-		he account is in more than one name, see the instructions for line 1. Also see <i>What Name</i>	and	Or Employer	identification	number		
Note: If the account is in more than one name, see the instructions for line 1. Also see what Name and Number To Give the Requester for guidelines on whose number to enter.				-				
Par	t II	Certification						
Unde	pe	enalties of perjury, I certify that:						
2. I ar Sei no	n n vic lon	umber shown on this form is my correct taxpayer identification number (or I am waiting for ot subject to backup withholding because: (a) I am exempt from backup withholding, or (to e (IRS)) that I am subject to backup withholding as a result of a failure to report all interest ger subject to backup withholding; and) I have	e not been n	otified by the	e Internal		
O 1		II O a Company and a Character O and a company of the Company of t						

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

	or abandonment of secured property, cancellation of debt, contributions to an individual interest and dividends, you are not required to sign the certification, but you must provide the certification.	
Sign Here	Signature of U.S. person ▶	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

After Recording Return To:

Right of Way Department Attn: Real Estates Services Manager 1026 West Broadway Avenue Spokane, WA 99260-0170

Document Title: Easement

Grantor(s): Government, City of Spokane Grantee: Government, County of Spokane

Abbreviated Legal Description: Ptn of SW1/4 of Section 33, Township 24 North, Range 42 East, W.M.

Additional Legal Description: See Page 8

Assessor's Tax Parcel No(s).: Portion of 24333.9015

CRP 3258 – Fish Lake Wetland Mitigation – Assessor's Parcel No.: 24333.9015

SPOKANE COUNTY PUBLIC WORKS
Spokane County, Washington

ACCESS ROAD EASEMENT

IN THE MATTER OF Fish Lake Wetland Mitigation

This Easement (the "Easement"), by and between CITY OF SPOKANE, a Washington municipal corporation ("Grantor"), hereby grants, conveys and warrants to COUNTY OF SPOKANE, a political subdivision of the State of Washington ("Grantee"), a perpetual non-exclusive easement ("Easement") for an access road, to be constructed by Grantee over, and across property owned by Grantor described and generally depicted in EXHIBIT "A" attached hereto and incorporated herein by reference ("Grantor's Property"). The Easement is created for the benefit of real property owned by the Grantee, described on EXHIBIT "B" attached hereto and incorporated herein by reference ("Grantee's Property"). The Grantee's Property is proposed for improvements and conservation of Minnie Creek and the surrounding wetland area.

1. PURPOSE AND SCOPE. This Easement is created for installation, operation, maintenance, repair, and reconstruction, as reasonable and appropriate for an access road for the benefit of the Grantee's Property. Grantee may not use the Easement for anything other than the Access Road unless otherwise mutually agreed upon by the Parties and provided for herein by amendment to this Easement. Grantor, its agents, and contractors shall have the right to use the Access Road for uses that are consistent with the purposes for which the Easement has been granted, including maintenance and operation of Grantor's Property.

Access Road Easement Page 1 of 6

2. CONSTRUCTION & MAINTENANCE OF EASEMENT IMPROVEMENTS. Unless otherwise described herein, Grantee, it's agents and contractors shall be solely responsible for all expenses and actions associated with permitting, construction, and maintenance of the Access Road within the Easement (collectively hereinafter "Easement Improvements"). All work associated with construction of the Easement Improvements shall be performed in compliance with all permits, applicable safety regulations, and codes. Grantee shall coordinate construction of the Easement Improvements that could impact the proposed trail system on Grantor's Property with Grantor prior to beginning work. All disturbed surface areas not occupied by approved surfacing for the Easement Improvements shall be recontoured, restored as nearly as practicable to their original condition and planted in a native grass mix coordinated and approved by the Grantor.

Vegetation maintenance, including noxious weed control within two feet on either side of the access road shall be the responsibility of the Grantee. Vegetation management, including noxious weed control outside of easement area be the responsibility of the Grantor. All access road related maintenance shall be the responsibility of the Grantee.

Grantee anticipates limited use of the access road for inspection, maintenance and research on the Grantee's property after initial mitigation construction efforts for wetland conservation improvements are complete. Motorized Access is limited by the gated private crossing to the Grantor's Property at the Mile Post 354.76 Union Pacific Railroad Ayer Subdivision Branch Private Road.

- 3. **DAMAGE.** Grantee agrees to repair any damage or to compensate Grantor for any damage to Grantor's property, including the Easement and the Grantor's Property adjacent to it that may be caused by the Grantee's exercise of the rights granted herein.
- 4. <u>LOCATION AND AMENDMENT OF EASEMENT</u>. The Parties acknowledge that the exact locations and alignment of the Easement for the access road to be constructed within the Easement are, as of the Effective Date of this Easement, unknown. Prior to commencing initial construction under this section, the Grantee shall coordinate with the Grantor to ensure a mutually agreed upon alignment that generally follows the alignment depicted in Exhibit "A," the approval of which shall not be unreasonably withheld.

After initial construction of the access road, the Grantor may adjust the location of access road (and the Easement Area) at its own expense so long as the new alignment matches the width and of the existing access, and maintains the connection between Mile Post 354.76 Union Pacific Railroad Ayer Subdivision Branch Private Road Crossing and the Grantee's Property. The Easement for the maintenance access road shall be a minimum twelve feet wide.

5. <u>TERM.</u> Unless otherwise provided for herein, the rights granted herein shall be perpetual, shall run with the land and shall be binding upon and benefit the Parties and their respective successors and heirs. See "Assignment" below regarding assigns.

- 6. **GRANTOR'S WARRANTY**. Grantor warrants and represents that Grantor has the right to grant this easement and the rights described here.
- 1. INDEMNIFICATION. Grantee and the then owner(s) of Grantee's Property as applicable (the "Owners"), shall protect, defend, indemnify, and hold harmless Grantor, its officers, officials, employees, and agents while such indemnitor(s) is/are acting within the scope of its/their retained or assumed rights or duties under this Easement from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising therefrom and/or from Grantee's pursuant to this Easement or from any activity, work or thing done, permitted or suffered by Grantee in or about Grantor's Property. Provided, the Owners will not be required to indemnify, defend, or save harmless Grantor if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole or concurrent negligence or other fault of Grantee, its officers, officials, employees, designees or agents, including while any of them are engaged in the performance of any rights or duties under this Easement. Where any such claim, suit, or action arises out of the concurrent negligence or other fault of both some or all of the Owners and Grantor, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence or other fault.

The Grantor agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any Grantor employees or agents while performing work authorized under this Agreement. For this purpose, the Grantor, by mutual negotiation, hereby waives with respect to the Grantee only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

No officers, officials, employees, and agents of the Grantee or the Grantor shall be personally liable for any act, or failure to act, in connection with this Agreement, while acting within the scope of their authority.

These indemnification and waiver provisions shall survive the termination of this Easement.

- 8. **ASSIGNMENT.** The Grantee may assign this Easement in whole or in part to any Public Agency as defined by RCW 42.56.010.
- 9. <u>MODIFICATION</u>. No modification or amendment to this Easement shall be valid until the same is reduced to writing and executed with the same formalities as this present Easement.
- 10. <u>VENUE STIPULATION</u>. This Easement has and shall be constructed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Easement of any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
- 11. **WAIVER.** No officer, employee, agent or otherwise of Grantee or Grantor has the power, right or authority to waive any of the conditions or provisions to this Easement. No waiver of any

breach of this Easement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Easement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Easement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Easement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

12. **NOTICES.** All notices required or permitted under this Easement shall be in writing and served upon the Parties in person, by certified or registered mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party (or successor in ownership of all or any portion of Grantee's Property) pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice at the time of execution of this Easement:

For Grantee:

Spokane County Public Works C/O County Engineer 1026 W. Broadway Avenue Spokane, WA 99260

For Grantor:

City of Spokane Parks & Recreation Department C/O Director 808 W. Spokane Falls Blvd. Floor #5 Spokane, WA 99201

- 13. ENTIRE AGREEMENT/ALL WRITINGS CONTAINED HEREIN. This Easement, including the exhibits, contains all of the promises, agreements, terms, conditions, inducements and understandings between the parties relative to the Easement Areas. There are no other written or oral promises, agreements, conditions, inducements, understandings, warranties or representations, expressed or implied, between them other than as set forth herein. Grantor and Grantee each confirm having read and understood this entire Easement, and each now guarantees that no representation, promise, or agreement not expressed in this Easement has been made to induce that Party to execute this Easement.
- 14. **SEVERABILITY.** If any portion of this Easement should become invalid or unenforceable, the remainder of the Easement shall remain in full force and effect.

subject matter of this Easement shall be	deemed to exist or to bind any of the Parties hereto.
IN WITNESS, WHEREOF, the Parties day of, 2023.	hereto have caused this instrument to be executed on this
GRANTOR: CITY OF SPOKANE	
APPROVED AS TO FORM:	
City Attorney	City Administrator
ATTEST:	
City Clerk STATE OF WASHINGTON)	
On this day of, and Administrator, and the City Attorney, and corporation, that executed the within a instrument to be the free and voluntary and control of the control	respectively, of the CITY OF SPOKANE, a municipal and foregoing instrument, and acknowledged the said act and deed of the corporation, for the uses and purposes at they were authorized to execute said instrument and that
Dated this day of	, 2023.
	Notary Public in and for the State of Washington, residing at

ALL WRITINGS CONTAINED HEREIN. This Easement contains all the terms and

conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the

15.

GRANTEE: SPOKANE COUNTY APPROVED AS TO FORM: SPOKANE COUNTY PUBLIC WORKS By: __ MATT ZARECOR, P.E. Spokane County Engineer STATE OF WASHINGTON) County of Spokane I certify that I know or have satisfactory evidence that the above **Matt Zarecor** is the person who appeared before me, and said person acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument on behalf of the Spokane County Public Works Department and to be their free and voluntary act for the uses and purposes mentioned in this instrument. Dated this day of , 2023. NOTARY PUBLIC In and for the State of Washington, residing at Spokane.

My appointment expires:______.

EXHIBIT "A" LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. LEGAL DESCRIPTION TO FOLLOW.]

EXHIBIT "A"

Legal Description for Access Easement over City of Spokane Parcel #24333.9015

A parcel of land located in the Southwest 1/4 of Section 33, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington,

COMMENCING at the Southwest corner of Section 33, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington, monumented with a 1/2" rebar with a yellow plastic cap marked JPRA, from which, the South quarter corner of section 33, monumented with a basalt rock with a scribed X on top, bears N87°39′53″E a distance of 2649.41 feet;

Thence, along the south section line of said Section 33, N87°39′53″E 774.24 feet to the easterly boundary line of the City of Spokane parcel number 24333.9015, monumented with a 5/8″ rebar with a yellow plastic cap marked T-O ENGINEERS PLS 57444;

Thence, along said easterly line, N21°45′49″E 122.05 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly line S58°42'07"W 39.47 feet;

Thence S89°49′48″W 52.16 feet to the westerly boundary line of said City of Spokane Parcel number 24333.9015;

Thence along said westerly line, N20°25′50″E 42.73 feet;

Thence leaving said westerly line, N89°49'48"E 25.99 feet;

Thence N58°42'07"E 81.53 feet to said easterly line;

Thence along said easterly line, S21°45′49″W 66.56 feet to the **POINT OF BEGINNING.**

CONTAINING: 3,983 Square Feet.

EXHIBIT B: attached and made a part hereof.

BASIS of BEARING: The basis of bearing for this legal description is the north American datum of 1983 (NAD83) (Epoch:2010) Washington Plane Coordinate System, North Zone, derived using a static GPS measurement processed through the online positioning user service (OPUS) provided by the National Geodetic Survey (NGS) and real time kinematic (RTK) GPS measurements. All bearings shown are grid using a convergence angle of (+) 2°47′02″ calculated at grid coordinates N: 208166.12 E: 2459939.73, all distances shown are ground distances.



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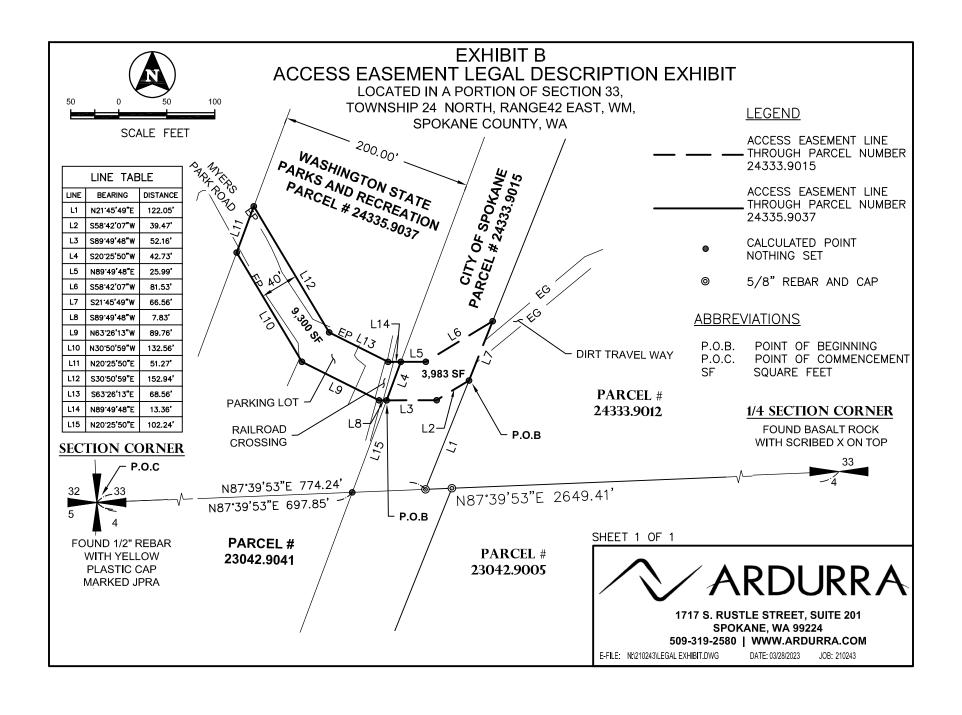


EXHIBIT "B" LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOTS 3 AND 4 IN SECTION 4, TOWNSHIP 23 NORTH, RANGE 42 EAST. W.M., NORTH AND WEST OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY AND SOUTH AND EAST OF THE OREGON, WASHINGTON RAILROAD & NAVIGATION COMPANY RIGHT OF WAY, IN SPOKANE COUNTY, WASHINGTON;

AFFECTS PARCELS 23042.9004 AND 23042.9005

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND WEST OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, IN SECTION 4, TOWNSHIP 23 NORTH, RANGE 42 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON;

EXCEPT THE RIGHT OF WAY OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY.

AFFECTS PARCELS 23042.9007 AND 23043.9011

PARCEL C:

ALSO ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHEAST OF THE OREGON, WASHINGTON RAILROAD & NAVIGATION COMPANY RIGHT OF WAY.

EXCEPT THE RIGHTS OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY AND THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY;

AFFECTS PARCELS 24333.9007, 24333.9012, AND 24333.9013

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.



Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after July 1, 2022.

This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. *Please type or print*.

☐ Check box if partial sale, indicate % solo	d.	st percentage of ownership acquired next t	o each name	e.			
1 Seller/Grantor		2 Buyer/Grantee					
Name City of Spokane, a Washington Municipal Corpora	ation	Name Spokane County, a political subdivis	sion of the S	tate of Washington			
900 M Chalcana Falla Divid		c/o Right of Way Section					
Mailing address 808 W Spokane Falls Blvd		Mailing address 1026 West Broadway Ave					
City/state/zip Spokane, WA 99201-3333		City/state/zip Spokane, WA 99260-017	0				
Phone (including area code)		Phone (including area code)					
3 Send all property tax correspondence to: ☐ Same as Name Same as Grantor (1)	Buyer/Grantee	List all real and personal property tax parcel account numbers 24333.9015 - (easement only)	Personal property?	Assessed value(s) \$ 100.00			
Mailing addressCity/state/zip				\$ 0.00 \$ 0.00			
4 Street address of property Address Unknown Spoka							
This property is located in Spokane County Check box if any of the listed parcels are being segreg Legal description of property (if you need more space, a	(for another	neet to each page of the affidavit).		els being merged.			
5 91 - Undeveloped land (land only) Enter any additional codes	ATTACHED LEGA	7 List all personal property (tangible and price.	I intangible)	included in selling			
Was the seller receiving a property tax exemption or def	ferral						
under RCW 84.36, 84.37, or 84.38 (nonprofit org., senio citizen or disabled person, homeowner with limited inco	r	If claiming an exemption, list WAC number (section/subsection) 458-6		n for exemption.			
Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified und RCW 84.34.020) and will continue in it's current use? If yes at the transfer involves multiple parcels with different classificat complete the predominate use calculator (see instructions)	nd	Reason for exemption Government Seller					
	Yes 🗖 No	-					
6 Is this property designated as forest land per RCW 84 Is this property classified as current use (open space, far and agricultural, or timber) land per RCW 84.34?	 -m	Type of document <u>Access Road Easement</u> Date of document					
Is this property receiving special valuation as historical		Gross selling p	orice				
property per RCW 84.26?	☐ Yes ☑ No	*Personal property (ded	luct)				
If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRI	FNT USF)	Exemption claimed (ded	luct)				
NEW OWNER(S): To continue the current designation as	forest land	Taxable selling p	orice ———	0.00			
or classification as current use (open space, farm and ag timber) land, you must sign on (3) below. The county as		Excise tax: state	е				
determine if the land transferred continues to qualify ar	nd will indicate	Less than \$500,000.01 at 1	l.1%				
by signing below. If the land no longer qualifies or you d continue the designation or classification, it will be remo		From \$500,000.01 to \$1,500,000 at 1.	.28%				
compensating or additional taxes will be due and payabl	le by the seller	From \$1,500,000.01 to \$3,000,000 at 2.	75%				
or transferor at the time of sale (RCW 84.33.140 or 84.3 signing (3) below, you may contact your local county ass		Above \$3,000,000 a	t 3%				
information.	2230. 101 111010	Agricultural and timberland at 1.	28% ———				
This land: 🗖 does 🗖 does not qua	lify for	Total excise tax: s	tate				
continuance.		0.0050 L	ocal				
Deputy assessor signature Date		*Delinquent interest: s	tate				
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)		L	ocal	0.00			
NEW OWNER(S): To continue special valuation as histori		*Delinquent per	nalty	0.00			
(3) below. If the new owner(s) doesn't wish to continue calculated pursuant to RCW 84.26, shall be due and pay-		Subt	total	0.00			
or transferor at the time of sale.	able by the Seller	*State technology	/ fee	5.00			
(3) NEW OWNER(S) SIGNATURE		Affidavit processing	g fee	5.00			
Signature Signature			due	10.00			
Print name Print name		*SEE INSTRUC	TIONS	SHUJ OR IAA			
8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FO	REGOING IS TRUE	AND CORRECT					
Signature of grantor or agent		Signature of grantee or agent					
Name (print)		Name (print)					
Date & city of signing		Date & city of signing					
, , , , , , , , , , , , , , , , , , , ,		, , , , , , , , , , , , , , , , , , , ,					

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

EXHIBIT "A"

Legal Description for Access Easement over City of Spokane Parcel #24333.9015

A parcel of land located in the Southwest 1/4 of Section 33, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington,

COMMENCING at the Southwest corner of Section 33, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington, monumented with a 1/2" rebar with a yellow plastic cap marked JPRA, from which, the South quarter corner of section 33, monumented with a basalt rock with a scribed X on top, bears N87°39′53″E a distance of 2649.41 feet;

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Spokane Park Board Briefing Paper



Committee	Recreation		Committ	ee meeting date: Ma	ay 3, 20	023
Requester	Ryan Griffith			Phone number: 50	9-625-	6680
Type of agenda item	Consent	Discussion	(○ Information		Action
Type of contract/agreement	New Re	newal/ext. 🔘 l	_ease C	Amendment/change	order	Other
City Clerks file (OPR or policy #)						
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal I: Obj. 2 (I	nclusion)	Master (pg. 171-1	Plan Priority Tier : Ti	ier 1	
Item title : (Use exact language noted on the agenda)	EPI Pen Emerg	ency Administra	ation Polic	ру		
Begin/end dates	Begins: 06/01/2	2023	Ends:		√ 0	6/01/2525
Background/history: Spokane Parks and Recreation ("Parks") seeks to provide a safe environment for staff and participants who are at risk of severe allergic reactions, and desires to accommodate requests for a person to participate in a program where immediate access to an EPI Pen may be required. Parks is committed to training its staff so they are able to administer EPI Pens with the goal of ensuring that anyone suffering severe allergic reaction will be treated appropriately and enabled to access emergency services promptly.					Parks is	
Motion wording: Motion to approve the EPI Pen Emergence Approvals (signstures outside Borker)						
Approvals/signatures outside Parks: If so, who/what department, agency or compared to the second s	O Yes	No				
Name:	Email address	5:		Phone:		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Ryan Griffith Grant Management Department/Name:						
Fiscal impact: C Expenditure	Revenue					
Amount: Budget code: NA NA						
Vendor:	New vend	or				
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		ACH F	orms (for r	ntractors/consultants/venew contractors/consulticate (min. \$1 million in 0	ants/ve	

CITY OF SPOKANE DEPT –1400
PARKS AND RECREATION DEPARTMENT

TITLE: EPI Pen Emergency Administration Policy

DEPARTMENT POLICY AND PROCEDURE

EFFECTIVE DATE: June 1, 2023 REVISION EFFECTIVE DATE: N/A

1.0 GENERAL

1.1 Spokane Parks and Recreation ("Parks and Recreation" or "Parks") seeks to accommodate requests for persons to participate in a Parks program where immediate access to an EPI pen may be required.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to Parks and Recreation Department.

3.0 REFERENCES

RCW 70.54.440

4.0 DEFINITIONS

- 4.1 "Administer" means the direct application of an epinephrine autoinjector to the body of an individual.
- 4.2 "Authorization to Administer Medication" means the Epinephrine Authorization form included in the Appendix.
- 4.3 "Action Plan" means the EPI-Pen Action Plan form included in the Appendix.

- 4.4 "Epinephrine" means a chemical that narrows blood vessels and opens airways in the lungs. Epinephrine injection is commonly used to treat severe allergic reactions (anaphylaxis) to insect stings or bites, food, drugs, and other allergens.
- 4.5 "Epinephrine autoinjector" or "EPI Pen" means a single-use device used for the automatic injection of a premeasured dose of epinephrine into the human body.
- 4.6 "Parent/Guardian Statement of Understanding" means the Parent/Guardian Statement of Understanding form included in the Appendix.
- 4.7 "Self-administration" means a person's discretionary use of an epinephrine autoinjector.

5.0 POLICY

- 5.1 Spokane Parks and Recreation ("Parks") seeks to provide a safe environment for staff and participants who are at risk of severe allergic reactions, and desires to accommodate requests for a person to participate in a program where immediate access to an EPI Pen may be required. Parks is committed to training its staff so they are able to administer EPI Pens with the goal of ensuring that anyone suffering severe allergic reaction will be treated appropriately and enabled to access emergency services promptly.
- 5.2 Prior to administering epinephrine, staff must have completed Epinephrine Administration (EPI) Training as required by RCW 70.54.400. The training must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the health department and must, at a minimum, cover:
 - a. Techniques on how to recognize symptoms of severe allergic reactions, including anaphylaxis;
 - b. Standards and procedures for storage and administration of an epinephrine autoiniector: and
 - c. Emergency follow-up procedures.
- 5.3 Each program/facility will have an EPI trained staff. Assisted administration and administration of Epinephrine will comply with the required training.
- 5.4 Parks and Recreation will not administer epinephrine unless and until a fully completed Authorization Form and Action Plan is provided, regardless of whether or not an EPI Pen is provided in advance by or on behalf of the parent/guardian.

- 5.5 An accommodation request should be received at least four weeks prior to the start date to allow time for staff to be identified and trained. Additional time may be required to allow for required review and training as identified in this policy and procedure.
- 5.6 An accommodation request must include a Statement of Understanding and an Authorization to Administer Medication on forms provided by Parks and Recreation and completed by the parent or legal guardian of each participant requiring an EPI Pen.
- 5.7 An accommodation request must also include an Action Plan completed by the participant's physician. The original will be kept in the office and a copy will be given to the supervisor of the program the participant is attending.
- 5.8 After registration is complete, individual user must contact facility in advance of each use to notify them of planned attendance. If a registration program with regularly scheduled class sessions is planned, a single notification for that program is appropriate.
- 5.9 The EPI Pen would be delivered to the site each day and given to an identified employee who has completed the required training and who will assume responsibility for the care of the pen during time at the program. Transfer of the EPI Pen is recorded in daily log sheet.
- 5.10 EPI Pens must be in a clearly marked bags with participant(s)' name(s) on it and the medication should be in its original container with the pharmacy label, which shows the date of filling, pharmacy name and address, the filling pharmacist's initials, the serial number of the prescription, the name of the patient, name of prescribing practitioner, name of prescribed medication, directions for use and cautionary statements, if any, contained in such prescription or required by law. The EPI Pen should be stored in a cooled lunch bag / container and given to the program director upon arrival at the program. The EPI Pen will be kept in a designated area on site.
- 5.9 The program director is responsible for making sure all staff are aware of the location of EPI Pens.
- 5.10 The designated EPI Pen location should be kept out of reach of program participants.

6.0 PROCEDURE

- 6.1 Program staff may administer Epinephrine when:
 - a. The participant's parent or legal guardian has previously submitted an accommodation request accompanied by a completed Statement of Understanding, an Authorization to Administer Medication, and an Action Plan.
 - b. The participant has a history of allergies or allergic reactions.
 - c. The participant is having a severe allergic reaction.
 - d. The participant asks for assistance in administering their epinephrine or is otherwise incapable of self-administration.
- 6.2 In the event an EPI Pen needs to be administered to a participant, the following procedure should be followed:
 - a. One staff member should stay with the participant suffering the reaction.
 - b. Additional staff should clear the area of other participants and call 911 *Immediately*.
 - c. Administer the epinephrine at the first sign of reaction, however slight (e.g., itching or swelling of the lips/mouth in food allergic children). There are no contraindications to the use of epinephrine for a potentially life-threatening allergic reaction.
 - d. Note time of administration and relay all information to EMS when they arrive.
 - e. Staff should contact a member of the Parks and Recreation administration team immediately.
 - f. Complete an Incident Report form and submit it to a member of the Administration staff.
- 6.3 In the event of an unplanned staff absence where no one on site has the required training, the individual user will need to provide their own support person for that day.

7.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

8.0 APPENDICES

- 8.1 Parent / Guardian Statement of Understanding
- 8.2 Epinephrine Authorization

8.3 EPI Pen Action Plan

APPROVED BY:		
City Attorney	 Date	
Director	Date Appendix	



Spokane Parks & Recreation

Parent/Guardian Statement of Understanding

Anaphylaxis / EpiPen (Auto-Injector) Policy

The Spokane Parks and Recreation (SPRD) staff seeks to provide a safe environment for staff and participants who are at risk of severe allergic reactions. The SPRD staff is trained in the signs and symptoms of anaphylaxis and the administration of EpiPens. The staff will ensure that anyone suffering a severe allergic reaction will be treated appropriately and emergency services will be promptly contacted.

Suggestion.		s Name	Parent/Guardian's Signature	Date
Suggestion:	Printe	d Name:	Printed Name:	_
	Child'	s Name	Parent/Guardian's Signature	Date
			SPRD Anaphylaxis/EpiPen (Auto-Injector) Policy and not requesting EpiPen administration for	
		understand the SPRD Authorization Form a	read the SPRD Anaphylaxis/EpiPen (Auto will <i>NOT</i> administer an EpiPen unless and and Action Plan are both provided, regardless advance by or on behalf of the parent/guardia	until a fully completed s of whether or not an



EPINEPHRINE AUTHORIZATION



Part I Parent or Guardian to Complete

I hereby authorize the Spokane Parks & Recreation Department ("SPRD") staff to administer epinephrine injection(s) to the child identified below ("Child") as directed by the physician (Part II). On behalf of myself and the Child, and our respective agents, heirs, personal and legal representatives, assigns, and any person claiming by, under, or through either of us (collectively, "Releasors"), I agree to release, indemnify, agree not to sue, and hold harmless, SPRD and the Town of Spokane, and their employees, staff members, directors, officers, related entities, agents and representatives from and against any and all lawsuits, claims, expenses, costs (including attorney's fees), demands, causes of action, injuries, obligations, liabilities, and actions, etc. (collectively, "Claims"), both at law and in equity, directly or indirectly, arising from, in connection with, or related to, the administering of epinephrine injection(s), including but not limited to personal injury or property damage and/or any Claims in tort, contract and/or otherwise. I am aware that the injection(s) may be administered by a specifically trained non-health professional. I have the authority to sign this form. I understand that my execution of this form is voluntary. I have read the procedures attached to this form and, on behalf of myself and the Releasors, assume responsibility and all risks as required.

is administered, whether or not the child manifests any symptom	completed Authorization Form and Action Plan is provided, regardless of				
Name of Child	Date of Birth				
Parent/Guardian Name					
Date of Authorization	Parent/Guardian Signature				
Part II Child's Physician to Complete					
	professionals. For this reason, <u>only premeasured doses of</u> aff members are not trained observers. They cannot observe ng the injection.				
Name and Dosage of Medication					
Date medication administration begins	Date medication administration begins Date medication ends (if known)				
The above named injection will be given immediately after report of exposure to (indicate specific allergens):					
Route of exposure: (circle all that apply)	ingestion skin contact inhalation insect sting or bite				
Other:					
Possible adverse reactions					
Other helpful information for child care staff (use bac	k of sheet if necessary)				
Physician's Name	Telephone				
Physician's Signature	Date				
Part III Program Director to Complete					
Parts I and II above are complete and including written on physician's stationery or prescrip	ude signatures. (It is appropriate if all items in Part II are ption pad.)				
Medication is appropriately labeled.					
Date of medication expiration. lexpiration.	Parent must collect expired medication immediately upon				
Director Signature	Date				

SPOKANE PARKS & RECREATION EPIPEN ACTION PLAN



Date: _____

Date:

	s Name:	D.O.B	Gender:	
lergic to:_				
EpiPen:	Yes No			
·		<u>!</u>	Give Checked Medication**	
nptoms:		(To be det	ermined by a physician authorizing tre	atment
If a food a	Illergen has been ingested, but no symptoms		 Epinephrine Antihi	stamin
Mouth	Itching, tingling, or swelling of lips, tongue, mouth		Epinephrine Antihi	stamin
Skin	Hives, itchy rash, swelling of the face or extremities		Epinephrine Antihi	stamin
Gut	Nausea, abdominal cramps, vomiting, diarrhea		Epinephrine Antihi	stamin
Throat*	Tightening of throat, hoarseness, hacking cough		Epinephrine Antihi	stamin
Lung*	Shortness of breath, repetitive coughing, wheezing		Epinephrine Antihi	stamin
Heart*	Thready pulse, low blood pressure, fainting, pale, blueness		Epinephrine Antihi	stamin
Other			Epinephrine Antihi	stamin
The severity SAGE nephrine: Othe	is progressing (several of the above areas affected), give: y of symptoms can change quickly, *Potentially life-threatening sinject intramuscularly EpiPen ® EpiPen ® Jr. er:	Twinject ¹		
The severity OSAGE nephrine: Othe	y of symptoms can change quickly, *Potentially life-threatening sinject intramuscularly EpiPen ® EpiPen ® Jr.			stamin 15 mg
SAGE nephrine: Othe tihistamin	y of symptoms can change quickly, *Potentially life-threatening sinject intramuscularly EpiPen ® EpiPen ® Jr. er: ne: give (Medication/dose/rounder Parks & Recreation Department must have any/all child's name clearly laits.)	te) medications	[™] 0.3 mg	15 mg
SAGE nephrine: Othe tihistamin	y of symptoms can change quickly, *Potentially life-threatening sinject intramuscularly EpiPen ® EpiPen ® Jr. er: ine: give (Medication/dose/rounce Parks & Recreation Department must have any/all	te) medications	[™] 0.3 mg	15 mg
SAGE nephrine: Othe tihistamin **Spokan	y of symptoms can change quickly, *Potentially life-threatening sinject intramuscularly EpiPen ® EpiPen ® Jr. er: ne: give (Medication/dose/rounder Parks & Recreation Department must have any/all child's name clearly laits.)	te) medications	[™] 0.3 mg	15 mg
SAGE nephrine: Othe tihistamin **Spokan ner instruction EP 2: EME Call 911.	y of symptoms can change quickly, *Potentially life-threatening sinject intramuscularly	te) medications peled** ional epinephr	™ 0.3 mg Twinject™ 0.3 on site, in original container	15 mg , with
SAGE nephrine: Othe sihistamin **Spokan er instruction EP 2: EME Call 911.	y of symptoms can change quickly, *Potentially life-threatening inject intramuscularly	te) medications peled** ional epinephr	™ 0.3 mg Twinject™ 0.3 on site, in original container	15 mg , with
SAGE nephrine: Othe tihistamin **Spokan ner instruction EP 2: EME Call 911. Dr. Emergence	y of symptoms can change quickly, *Potentially life-threatening inject intramuscularly	te) medications peled** ional epinephr	on site, in original container ine or antihistamine may be ne _Phone:	15 mg
SAGE nephrine: Othe tihistamin **Spokan ner instruction EP 2: EME Call 911. Dr. Emergence	y of symptoms can change quickly, *Potentially life-threatening inject intramuscularly	te) medications peled** ional epinephr	on site, in original container ine or antihistamine may be ne _Phone:	15 mg
SAGE nephrine: Othe tihistamin **Spokan ner instruction EP 2: EME Call 911. Dr. Emergence Name /	y of symptoms can change quickly, *Potentially life-threatening inject intramuscularly	te) medications peled** ional epinephr	on site, in original container one or antihistamine may be ne Phone:	15 mg
SAGE nephrine: Othe tihistamin **Spokan ner instruction EP 2: EME Call 911. Dr. Emergence Name / Name /	y of symptoms can change quickly, *Potentially life-threatening inject intramuscularly	te) medications peled** ional epinephr	on site, in original container one: hone:	15 mg

Parent/Guardian Signature:

Physician Signature:

Spokane Park Board Briefing Paper



Committee	Finance	(Comn	nittee meeting date:	5/9/2023	
Requester	Jonathan Moog			Phone number:	509-625-6243	
Type of agenda item	Consent	Discussion		○ Information	Acti	ion
Type of contract/agreement	New Ren	newal/ext. 💿 l	Lease	OAmendment/chang	ge order Ot	ther
City Clerks file (OPR or policy #)						
Master Plan Goal, Objective, Strategy	Goal K, Objectiv	/e 1	Mas	ter Plan Priority Tier:	Second Tier	
(Click HERE for link to the adopted plan)			(pg. 1	71-175)		
Item title: (Use exact language noted on	Riverfront Park – Zamboni Lease Proposal		posal			
the agenda)						
Begin/end dates	Begins: 05/19/2	023	Ends:	11/30/2031	06/01/25	525
Background/history:						
Riverfront Park owns and operates a 2012						.
Ribbon. Over the last couple years the Oly the ribbon to close periodically. Riverfront						
continue operations. Revenue loss from c						
an indoor flat ice rink and not an efficient i						
management consultant recommended th Zamboni 450. Financing will be arranged						
Equipment. Both agencies are members of	of the Sourcewell	purchasing coo	perativ	e. Expected quarterly p	ayments are	
\$8024.78 and amount financed is \$164,91	11.55. The Olymp	ia will be retaine	ed as a	a back-up unit for operat	ions.	
Motion wording:						
Approve lease of Zamboni 450 through N	ICL Government	Capital				
3		,				
Approvals/signatures outside Parks:	O Yes	No				
If so, who/what department, agency or co	ompany:					
Name:	Email address:	:		Phone	:	
Distribution:						
Parks – Accounting						
Parks – Sarah Deatrich						
Requester:						
Grant Management Department/Name:						
Fiscal impact: • Expenditure	Revenue	Dudget code				
Amount: \$32,099.12		Budget code: 1400-30210-7	6103-	54501		
ψ3=,000						
Vendor: Existing vendor	New vendo	or				
Supporting documents:		□ c	c			
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	ity of Snokane			contractors/consultants/		
UBI: Business license exp	•			for new contractors/consurtificate (min \$1 million in		<i>(</i>)





LESSEE:	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital
EQUIPMENT:	
EQUIPMENT COST:	
DOWN PAYMENT / TRADE-IN:	
AMOUNT FINANCED:	
FUNDING DATE:	
DEFERRAL DAYS:	
FIRST PAYMENT DUE:	
TERM:	Years

BALLOON PAYMENT:	
PRICING:	The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
DOCUMENTATION FEE:	\$500 paid to Lessor at closing
DOCUMENTATION:	Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the
TITLE / INSURANCE:	Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.
TAX STATUS:	This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.
SOURCEWELL CONTRACT: #011620-NCL	NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA). NCL's Sourcewell Contract # is 011620-NCL.
questions at . Accep	offer an NCL Financing Solution. Please do not hesitate to contact me if you have any tance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of nail to my attention. Thank you again.
Sincerely,	
	ACCEPTANCE
CCEPTED:	DATE:
IAME:	
PHONE:	

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 158 OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUCTED AS "ADVICE" WITHIN THE MEANING OF SECTION 158 OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.





Numerica Skate Ribbon at Riverfront Spokane

ATTN:

Jason Conely Jonathan Moog Spokane City Parks & Recreation Phone: +1 (509)625-6211 Email: jkconley@spokanecity.org



PROPOSAL

"The principal product you have to sell is the ice itself."

- Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 450 LITHIUM-ION:

Lithium-ion batteries power a proven and rugged workhorse for unbeatable electric-powered performance. Charge time is generally equivalent to work time. Plug in between resurfacings and you're back at work on the ice. Truly emission-free, the sealed battery package requires no maintenance. Microprocessor controlled smart chargers optimize cell balancing and charging for longer battery life. Our hydrostatic transmission and efficient accessory pump deliver full power to the augers, even while the machine slows for corners. A compact wheelbase enhances maneuverability and allows a tighter turning radius. The 400 Series defines ease of operation and is well-regarded for its strong work ethic.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing equipment facilitates savings of time and valuable resources.



QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are available online.

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Brantford, Ontario by Zamboni Company Ltd., a Canadian company.

WARRANTY:

Twenty Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at **www.zamboni.com** to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-450

zamboni.com/options

Zamboni 450 Lithium-ion	\$ 126,800.00
Includes Lithium-ion Battery	
LED Headlights & Tail Light, Conditioner Poly Side Plate, Guide Wheel, Parking Brake	
3 Phase Charger	
ADDITIONAL EQUIPMENT:	
Automatic Snow Breaker	Included
Integrated Auger Washout System	Included
Back Up Alarm	Included
Board Brush	Included
Electronic Water Level Sight Gauge	Included
Galvanized Conditioner	Included
Stainless Steel Water Distribution Pipe	Included
Tire Wash System	Included
Wash Water System	Included
Snow Tank Light	Included
Heated Seat	Included
Blade Changing Assistant	Included
(1) ZAMBONI MODEL 450	\$ 126,800.00
OPTIONAL EQUIPMENT	\$ 24,495.00
TRANSPORTATION	\$ TBD
SUBTOTAL	\$ 151,295.00
SALES TAX (9%)	\$ 13,616.55
NET TOTAL	\$ 164,911.55

SOURCEWELL

MEMBER INFO: CITY, SPOKANE, WA ID# 33592

ZAMBONI: CONTRACT #120320-FZC

F.O.B:

Brantford, Ontario, Canada

TERMS:

Balance due upon start of manufacture.

Shipment late 2024, or sooner. Pricing firm for 30 days. Pricing does not include any applicable sales tax or freight.

onathan Morell

THANK YOU:

Monday, April 28, 2023

Date

Jonathan Norell, Regional Sales Representative

Kendrick Equipment PO Box 28973

Bellingham, WA 98228

Spokane Park Board Briefing Paper



Committee	Finance	Committee meeting date:	May 9, 2023
Requester	Berry Ellison	Phone number:	509.625.6276
Type of agenda item	OConsent ODiscussion	n OInformation	Action
Type of contract/agreement	New Renewal/ext.	Lease OAmendment/chang	ge order Other
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy	Goal K, Obj. 1	Master Plan Priority Tier:	First
(Click HERE for link to the adopted plan)		(pg. 171-175)	
Item title: (Use exact language noted on		orse Park playground renovation	n project
the agenda)	(154,780.00 tax inclusive)		
Begin/end dates	Begins: 05/11/2023	Ends: 12/31/2023	06/01/2525
Background/history:			
Wildhorse Park is a neighborhood p			
area. The existing playground has			
existing code, all playgrounds must Currently, there aren't any ADA wall	<u>-</u>	way to/from the right of wa	y (sidewaik).
Currently, there aren't any ADA wan	ways in whichorse raik.		
The project was solicited for bid on A	April 19th and bids were red	ceived on May 5th. After ca	areful review of
the bids received, the Parks dept re	commends awarding the pr	oject to the apparent low re	sponsive bidder.
Motion wording:			
Move to approve Bacon Concrete, Inc. fo	or construction of Wildhorse Par	k playground renovation projec	t in the amount of
\$154,780.00 (tax inclusive).			
Approvals/signatures outside Parks:	Yes No		
If so, who/what department, agency or co			
Name: Greg Bacon	Email address: greg@bacor	nconcrete.com Phone	: 509 924-3900
Distribution:	nhama	d@spokanecity.org	
Parks – Accounting		ay@spokanecity.org;	
Parks – Sarah Deatrich		g@spokanecity.org	
Requester: Berry Ellison Grant Management Department/Name:		rbrueggen@spokanecity.org @spokanecity.org	
	· ·		
Fiscal impact: Expenditure Amount:	Revenue Budget code:		
\$154,780.00 (tax inclusive)	•	94760-56414-97248 (ARPA Fu	ınds)
, , , , , , , , , , , , , , , , , , , ,		,	,
M 1 0			
Vendor: • Existing vendor	New vendor		
Supporting documents: ✓ Quotes/solicitation (RFP, RFQ, RFB)		(for new contractors/consultants/	/vendors
Contractor is on the City's A&E Roster - C		Forms (for new contractors/consu	
✓ UBI: 601398658 Business license exp		rance Certificate (min. \$1 million in	

Bid Response Summary

Bid Number IPWQ 5880-23

Bid Title Wildhorse Park Walkway Improvements

Due Date Friday, May 5, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding Company Bacon Concrete, Inc.

Submitted By Greg Bacon - Thursday, May 4, 2023 10:44:47 AM [(UTC-08:00) Pacific Time (US & Canada)]

greg@baconconcrete.com (509) 924-3900

Comments

Question Responses

Group	Reference Number	Question	Response
SECTION I. QUOTE PREPARATION AND			
EVALUATION	4 011075	Overton shall be grown and algebrasically	
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	TILLIANATION	Quotes shall be submitted electronically	and agree
	2. SUBMISSION OF	through the City's ProcureWare site by Friday,	I acknowledge
	QUOTES	May 5, 2023 at 3:00 pm.	and agree
		The Contractor by making its Quote represents	
	0.0001704.070010	that it has read and understands the	
	3. CONTRACTOR'S REPRESENTATIONS	specifications; and has visited the site and familiarized itself with the local conditions	I acknowledge and agree
		under which the Work is to be performed. Prior to the award of contract, the Contractor	
		shall be required to submit evidence of	
	4. QUALIFICATION	sufficient facilities, equipment, experience and	I acknowledge
	n gorien formion	financial ability to insure completion of the	and agree
		Work, unless waived by the City.	
		Award of contract, when made by the City, will	
	5. AWARD OF	be to the low responsive-responsible	I acknowledge
	CONTRACT	contractor. Unsuccessful firms will not	and agree
		automatically be notified of results.	
		Payment will be made via direct deposit/ACH	
		after receipt of the Contractor's application	
		except as provided by state law. If the City	
	C DAYMENT	objects to all or any portion of the invoice, it	I acknowledge
	6. PAYMENT	shall notify the Contractor and reserves the	and agree
		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.	
		The City reserves the right to reject any or all	
		Quotes, to waive minor deviations from the	
	7 DE IEOTION OF	specifications, to waive minor informalities in	l malamassala di
	7. REJECTION OF QUOTES	the Quote process whenever it is in the City's	l acknowledge
	QUUTES	best interest, and to accept or reject all or part	and agree
		of this Request for Quotes, at the prices	
		shown.	

8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATU	past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as	I acknowledge and agree
11. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	You can only upload one document so if you	

	12. FEDERAL FUNDING	This project is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document. See Attachment A	I acknowledge and I agree
SECTION II. GENERAL REQUIREMENTS			
	1. SCOPE OF WORK	Base Bid Scope of Work Work includes but is not limited to: 1. Site Protection: Supply and install temporary construction fencing, Stormwater BMPs, traffic control, and other protective measures. 2. Demolition: Removal of existing playground and surfacing. Removal of existing turf in locations planned for new improvements. 3. Site Preparation: Excavation and subgrade preparation for playground and sidewalks. 4. Earthwork: Grade and shape earth in and around proposed sidewalk and playground; Compaction & Earthwork: Material testing. 5. Tree Removal (1 total) and Tree Protection. 6. Landscape restoration including irrigation repair and turf sod to cover all areas disturbed by this work. 7. Benches: Supply and install two (2) Park Benches. 8. Dog Waste Station: Supply and install two (2) Dog Waste Stations.	I acknowledge and agree
	a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	As soon as awarded
	2. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by the end of September, 2023	I acknowledge and agree
	3. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree

4. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
7. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
8. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
9. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
10. INSURANCE	During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree

10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
10. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
10. INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
10. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
10. INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge and agree

11. PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
12. FEDERAL & STATE PREVAILING WAGE REQUIREMENTS	The scope of work for this project is governed under Washington State prevailing wage rules under RCW 39.12 and Federal Davis-Bacon rules as defined in the attachments.	I acknowledge and I agree
13. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
13. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

	13. RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	14. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	Wildhorse Subcontractor List.pdf
	15. GRANT REQUIREMENTS	Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms & Conditions document accompanying this IPWQ.	I acknowledge and I agree
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BACONCI072L9
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	601398658
	CONTRACTOR RESPONSIBILITY	U.E.I. Number (get from Sam.gov - (used to be DUNS #)	144250198
	CONTRACTOR	Washington Employment Security Department	760832005
	RESPONSIBILITY	Number	
	RESPONSIBILITY CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	601398658

DOCUMENTS			
DOCUMENTO	#2	Describe exceptions to Terms & Describe exceptions to Terms & Describe and I do not agree above.	
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
TERMS & CONDITIONS			
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Dhone Number for individual/company submitting this bid response.	Bacon Concrete Inc 16510 N Brannon Ln Spokane, WA 99208 509-998- 9251
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
	ADDENDA	Bidder acknowledges receipt of addenda and agrees that their requirements have been included in this bid proposal.	2 addenda
	CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes

1.	Print, sign and upload the Certifications, Assurances and Beneficial Interest Disclosure Form that is located in the Documents area	Wildhorse Certifcations.pdf
	Print, sign and upload the ARPA Debarment	Wildhorse
2.	Certificate that is located in the Documents	Debarment
	area.	Cert.pdf
3.	Print, sign and upload the ARPA General Terms & Documents area.	Wildhorse Terms & Conditions.pdf
3.	Print, sign and upload the Attachment B - ARP- CLFRF CFDA 21.027 Funding Document that is located in the Documents area.	Wildhorse Certifcations.pdf

Pricing Responses

Group	Reference Number	Description	Туре	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Project Scope as spelt out in bid	Base	ea	1.00	\$142,000.00	\$142,000.00	One hundred,FortyTwo thousand dollars
	#2	Sales Tax 9.0%	Base	ea	1.00	\$12,780.00	\$12,780.00	Twelve Thousand Seven Hundred Eighty dollars
Total E	Base Bid	\$154,780.00						

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	() (1) 7	
Signature, Administrator, or Applicant Agency	5-9-29 Date	
Great Ageon President		
print name/and title		

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 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 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.

Federal Funding Accountability and Transparency A	ct (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 Executives. Please answer question 1, and follow the instructions. If directed to instructions.		
1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Gracontracts and subcontracts and other Federal financial assistance subject to the AND (b) \$25,000,000 or more in annual gross revenues from contracts and subsubject to the Transparency Act, as defined in 2 CFR 170.320? Yes	Transparency Act, as defined in 2 CFR 170.320; contracts and other Federal financial assistance	
2. Does the public have access to information about the compensation of Grante under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 7 Revenue Code of 1986? Yes If yes, stop, you are not required to report names and compensation. Please sign and sub If no, you are required to report names and compensation. Please fill out the remainder of	78(m)(a), 78o(d)), or section 6104 of the Internal bmit form with the Agreement.	
Please provide the names and Total Compensation of the top five most highly co	ompensated 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 on the	his form is true and accurate.	
Title: Dresidust		

General Terms & 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.

J. J. 23 5-4-23

SUBCONTRACTOR LIST

PROJECT NAME: Wildhorse Park walkway Improvemen
IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):
CONTRACTOR/SUPPLIER Plant Health Come Services
TYPE OF WORK/BID ITEM TYPE Projection
TANDOMA
CONTRACTOR'S REGISTRATION NO. PHCS PPH 800 KHCS
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< Business Lookup

License Information:

New search Back to results

Entity name: 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



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 T12011451BL	Active	Jun-30-2023 Oct-15-2012
Spokane Valley General Business - Non-Resident	Active	Jun-30-2023 Apr-13-2005

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

Governing people	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 4/7/2023 6:20:14 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2022

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).

certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
	DUCER				CONTACT NAME: CLIENT CONTACT CENTER			
	DERATED MUTUAL INSURANCE COMP ME OFFICE: P.O. BOX 328	ANY			PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664			
	ATONNA, MN 55060				E-MAIL			
	, ,				ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM INSURER(S) AFFORDING COVERAGE NAIC #			
					INSURER A: FEDERATED MUTUAL INSURANCE COMPANY			13935
INSU	RED			385-038-5	INSURER B:			
ВА	ON CONCRETE INC			303 330 3	INSURER C:			
	IO N BRANNON LN							
SPC	KANE, WA 99208-8750				INSURER D:			
					INSURER E:			
	ED4-050	TIFIC		AUUADED. 2	INSURER F:			
_				NUMBER: 3	REVISION NUMBER: 0			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY				- Marine Marine Andread		EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
Α		Y	l _N l	9803980	12/31/2022	12/31/2023	PERSONAL & ADV INJURY	\$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:		l					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$1,000,000
	X ANY AUTO]		BODILY INJURY (Per person)	
Α	OWNED AUTOS ONLY SCHEDULED AUTOS	N		9803980	12/31/2022	12/31/2023	BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY						PROPERTY DAMAGE	
					1		(Per accident)	-
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$1,000,000
Α	EXCESS LIAB CLAIMS-MADE	N	N	9803982	12/31/2022	12/31/2023	AGGREGATE	\$1,000,000
	DED RETENTION							, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	WORKERS COMPENSATION		A N	9803980	12/31/2022	12/31/2023	PER STATUTE OTH-	
	MB EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE						E.L EACH ACCIDENT	\$1,000,000
Α	OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	
	(Mandatory in NH) If yes, describe under							\$1,000,000
_	DESCRIPTION OF OPERATIONS below	_	_				E.L DISEASE - POLICY LIMIT	\$1,000,000
					1 1			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACC	ORD 10	11, Additional Remarks Schedule, ma	y be attached if more sp	ace is required)		
								l
CERTIFICATE HOLDER CANCELLATION								
385-038-5								
	OF SPOKANE			30	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	N SPOKANE FALLS BLVD							
SPO	KANE, WA 99201-3333							
					AUTHORIZED REPRESENTATIVE			
					muhal 6 Ken			
					Trucker 6 19m			

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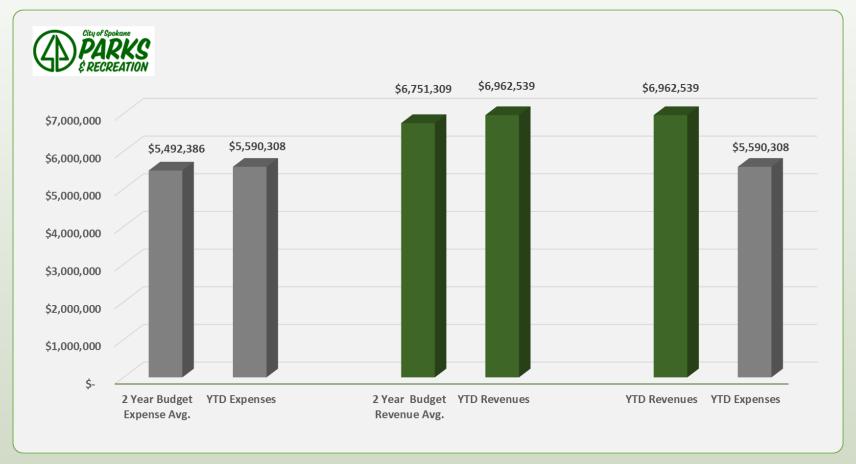




Park Board Financials April 2023



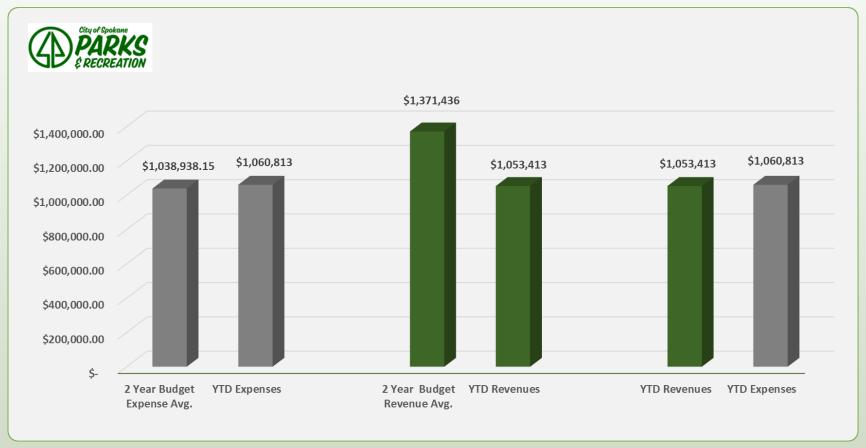
Parks Fund Financials



Key Concepts:

- Parks revenue is slightly ahead of 2022 YTD actual revenues by \$59,574 (\$211,230 ahead of the 2-year budget average).
- Parks operating expenses are \$663,501 below last YTD, however; last year we transferred \$1.3 million to capital in April versus \$250,000 this April.
- YTD revenues are ahead of YTD expenses by \$1.37 million.

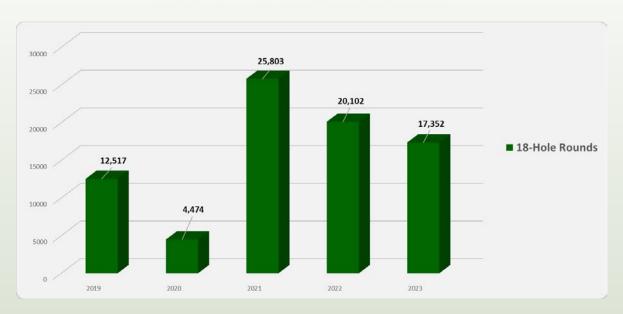
Golf Fund – Financials

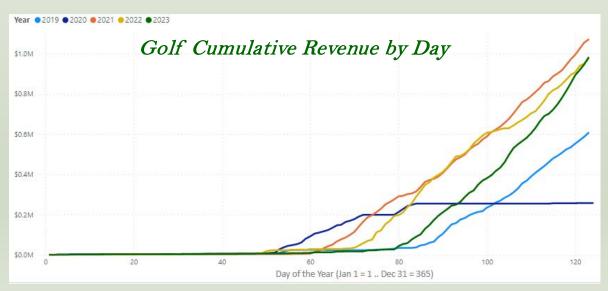


Key Concepts:

- Golf is on a comeback! YTD revenues are now only \$21,995 behind 2022 with April beating last April by \$183,383.
- The large capital expense for the pine beetle removal is the driving factor for the increase in expenditures.
- Net revenues to expenditures, golf is down \$7,400 for the year, which should move into a positive cash flow in May.

Golf – Dashboard









Questions or Comments?



Spokane Park Board Briefing Paper



Committee	Land Canaratta	Committee and the last	Mar. F. 2000			
Committee	Land Committee	Committee meeting date:				
Requester	Nick Hamad	Phone number:				
Type of agenda item	0	iscussion	Action			
Type of contract/agreement	New Renewal,	/ext. C Lease C Amendment/chang	ge order Other			
City Clerks file (OPR or policy #)	ref - OPR 2022-0137					
Master Plan Goal, Objective, Strategy (click for link to adopted plan)	Goal B, Obj. 1, (dog p	Master Plan Priority Tier: (pg. 171-175)	First Tier			
Item title: (Use exact language noted on the agenda)		Jpriver Park as the location for a new cop of a new neighborhood dog park at 26				
Begin/end dates	Begins: 05/11/2023	Ends:	6 06/01/2525			
Background/history: Parks and SPS have been working collaboratively to determine the location of an 'Official South Hill Dog Park', since an unofficial dog park was displaced by the construction of Carla Peperzak middle school on Spokane's Upper South Hill. Per the MOU, dog park improvements are to be funded by Spokane Public Schools. Over the past 12 months, a citywide dog park study and a substantial public outreach effort determined 'Upriver Park' to be the most preferred location for a new community dog park. Recognizing Upriver Park is distant from the unofficial dog park location, SPS and Parks also desire to construct and maintain a new neighborhood dog park at 2616 E. 63rd Ave to provide some dog park service in the immediate vicinity where it was displaced.						
Motion wording: Motion to adopt resolution selecting Upriver Park as the location for a community dog park and accepting ownership of a new neighborhood dog park at 2616 E. 63rd Ave.						
Approvals/signatures outside Parks: If so, who/what department, agency or converse.	•	No Phone	:			
Distribution:		Cros Fara th (areas of @anakanaaha	vala ava\			
Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Greg Forsyth (gregoryf@spokanescho Shawn Jordan (ShawnJ@spokanesch Garrett Jones Marlene Feist				
Fiscal impact: C Expenditure	Revenue					
Amount: N/A	Budg N/A	et code:				
Vendor:	New vendor	W-9 (for new contractors/consultants/	vendors vendors			
Contractor is on the City's A&E Roster - C		ACH Forms (for new contractors/consu	ıltants/vendors			

Resolution #	
1 1000101011 11_	

<u>CITY OF SPOKANE</u> PARK BOARD RESOLUTION

A RESOLUTION selecting the location of a new Community Dog Park & accepting ownership of a new Neighborhood Dog Park

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, previously Spokane School District 81, the City of Spokane, Spokane Public Library, and City of Spokane Parks and Recreation partnered via Interlocal Cooperative Agreement (OPR 2019-0534) to invest in and develop new and renovated educational and recreational facilities for the joint use of the School District, City, Parks and Library constituents and provide the citizens and taxpayers of both the School District and the City with fully utilized, cost-effective public facilities; and

WHEREAS, dog parks are one of the fastest growing types of park amenities in the country and can contribute to agency revenues and tourism; and

WHEREAS, according to community feedback received during the 2022 parks and natural lands master plan (OPR 2022-0454), Spokane residents desire more 'off-leash' dog park facilities for their dogs to safely play, exercise and socialize; and

WHEREAS, in February of 2022, the Park Board entered an MOU with Spokane School District 81 (OPR 2022-0137) agreeing to work together to both complete a citywide 'Type, Size and Location' dog park study and determine the location for one specific dog park in City Council District 2, known as the 'Official South Hill Dog Park'; and

WHEREAS, in October of 2022, the Park Board adopted the 2022 City of Spokane Dog Park Site Selection, Design and Operations Guidelines (OPR 2022-0786), which evaluated all properties owned by the City of Spokane for suitability to host a dog park; and

WHEREAS, according to the dog park guidelines, at least (1) community dog park is recommended in each of the (3) City Council Districts; and

WHEREAS, according to the dog park guidelines, the 'top 3' potential dog park locations for a new community dog park within City Council District 2 are Underhill Park, Lincoln Park, and Hazel's Creek Stormwater Facility; and

WHEREAS, according to substantial public input regarding the 'top 3' potential dog park locations in City Council District 2, none of the proposed locations are acceptable to the public and/or Park Board; and

WHEREAS, additional evaluation determined no publicly owned properties suitable to host a community dog park remain within either District 2 or Spokane County adjacent City Council District 2; and

WHEREAS, according to the dog park guidelines, Upriver Park in City Council District 1 is the highest rated potential location for a new community dog park; and

WHEREAS, according to additional public input obtained through open houses, neighborhood councils, and stakeholder meetings, Upriver Park is the community's most preferred location for a community dog park, having received 78% of all community votes to host a dog park; and

WHEREAS, recognizing Upriver Park is not located within City Council District 2, Spokane School District 81 and the Park Board desire to construct and maintain one new Neighborhood Dog Park within the immediate vicinity of Carla Peperzak Middle School, Mullan Road Elementary, and the site of the former "Unofficial South Hill Dog Park"; and

WHEREAS, Spokane School District 81 and the Park Board mutually agree the addition of a Community Dog Park within Upriver Park and the addition of a Neighborhood Dog Park in the immediate vicinity of Carla Peperzak Middle School, Mullan Road Elementary, and the site of the former "Unofficial South Hill Dog Park" satisfies the intent of the Official Dog Park MOU (OPR2022-0137) and delivers significant recreational benefit to the Spokane community; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to select Upriver Park as the location for a new Community Dog Park, so long as the property is improved in a manner consistent with the recommendations of the citywide dog park guidelines at no cost to the Park Board; and

BE IT FURTHER RESOLVED the Park Board accepts ownership and future maintenance of the new Neighborhood Dog Park property (2616 E. 63rd Avenue Spokane, WA 99223) so long as the property is improved in a manner consistent with the recommendations of the citywide dog park guidelines at no cost to the Park Board, and the property is deeded to the City at no cost to Parks.

ADOPTED BY THE PARK	BOARD ON
Attest:	Park Board President Approved as to form:
City Clerk	 Assistant City Attorney

Option Upriver Park

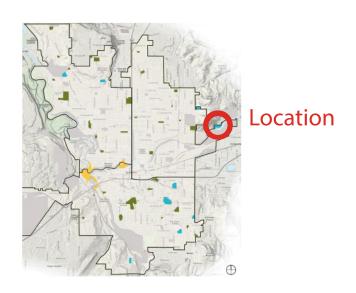
Size: 7.5 - 9 acres

Character: Flat, Natural, Treed

Location: Along Upriver Drive









Option Mullan Road

Size: 1.8 acres

Character: Flat, Urban, Accessible

Location: 63rd & Regal





Hamad, Nicholas

From: chris@evergreeneast.org

Sent: Friday, April 21, 2023 4:48 PM

To: Hamad, Nicholas **Cc:** Griffith, Ryan

Subject: Re: Dog Park at Shields Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Nick,

We are all in full support of the dog park. Our only concern was leaving that trail to the North, and it sounds like is already in the works. We feel anything that draws more people to the area for positive uses is great! Please let us know how we can help.

--

Thank you,

Chris Conley

President - Evergreen Mountain Bike Alliance Eastern Washington Chapter

Email: chris@evergreeneast.org

Cell: (310) 980-5804

even connecting to the Centennial Trail! Very cool indeed).

Respectfully, Robin Redman

Hamad, Nicholas

From: Robin Redman < robin.l.redman@gmail.com>

Sent: Monday, April 24, 2023 4:23 PM

To: Hamad, Nicholas

Subject: Re: Dog Park at Shields Park

Attachments: Potential Dog Park Area_Upriver Park.pdf; Dog Park & Shields Vicinity Map.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hey Nick,

I'm honored that you would reach out and include me in the conversation about the dog park at Shields Park.

Apologies for a delay in my response. I wanted to get out to the area to experience it prior to offering any commentary.

You have already evaluated it in context of the criteria needed that makes for a dog park.

As with any city property, the ability to access the park, for someone with mobility or vision challenges, is a priority for inclusion. I'm assuming that one of those parking spaces will be suitable for ADA loading and that one can easily navigate from the parking lot to the park itself, through the gate. Within, the terrain is flat, natural and suitable for a wheelchair user who brings their pet to dog parks. The presence of the remaining trees allows for filtered light and shade.

Will it have an actual gps coordinate address that Spokane Paratransit could use for drop offs? (fyi - Boulder Beach and Camp Sekani did not, thus requiring Paratransit users to be dropped at the elementary school a mile down the road during Spokatopia)

If park-users need to use a bathroom, where will they go? Boulder Beach, Camp Sekani or the new parking/bathroom near the playground?

Parking/traffic - This is a multi-use park system with diverse opportunities for recreation that will become a destination. Because of the many improvements, it will generate more users ---and cars. It's possible that parking will overflow to both sides of Upriver Drive no matter which parking lot is used! If this were to happen a consequence would be that the bike lane would no longer exist, or pedestrians walking along to road to access the park will need to walk in a lane of traffic. Does this imply that there should be "no parking" signage along the road? I'm not certain until we evaluate use and need and unexpected consequences

Safety -It would be nice to have a method for traffic calming along Upriver Drive. An option might be a pedestrian crossing with a blinking light between Camp Sekani and Boulder Beach, similar to that at 18th/Grand, or perhaps a reduced speed limit, or whatever your stellar design team creates to improve safety of pedestrians, cyclists and motorists.

I believe that your disability advisory board can speak to the importance of feeling welcome in a community location and those elements that create a hospitable environment. I think that this dog park has those necessary elements. I love healthy communities that provide equitable access, diverse utilization and inclusion for all users.

This project continues to be absolutely awesome!

(On an aside, I frequently refer people to Atlas Mill Park in Coeur d'Alene. It is an extraordinary model for multi-use accessibility ---kayak launch, dog water park, beach/swimming, picnic area, playground and fields ---- ALL accessible, even connecting to the Centennial Trail! Very cool indeed).

Hamad, Nicholas

From: Minnehaha Chair < chair.minnehaha@gmail.com >

Sent: Tuesday, April 25, 2023 5:26 PM

To: Hamad, Nicholas
Subject: Dog Park Support

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To our City of Spokane Park Board Members,

Residents in the Minnehaha Neighborhood are in agreement and support the proposed location on Upriver drive for a new dog park. Many of our residents own dogs and agree that it would be a great addition to the area. We are hopeful that in your development plans you will leave many of the trees in order to keep the natural area feel both Minnehaha Park and Camp Sekani provide and continue to

give the neighbors that are on the back side and next door to the proposed site their privacy and some shelter/buffer zone to keep their property from being exposed to park users and barking pets.

We are requesting that shrubs, bushes or another sound barrier option be used for the entrance area and along the proposed parking area. The concern being that the firing range across the river may cause anxiety in some dogs. We believe that if a sound barrier option was used the noise could be almost eliminated.

Thank you,
Shannon Benn
Minnehaha Neighborhood Chair
509-808-3703

Hamad, Nicholas

From: Jeffrey Mergler < jeffreymergler@gmail.com>

Sent: Monday, May 1, 2023 11:12 AM

To: Hamad, Nicholas

Subject: Re: Dog Park at Shields Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

On behalf of the Mountain Biking Group within the Spokane Mountaineers, and on behalf of me personally, we welcome the improvements to the area. As a subgroup of the mountaineers we use the Beacon Hill/Sekani area frequently but due to breakins we do not do not park at Shields at this time (even with the new-ish trail "Airport Escalator" which is designed to get you from Shields parking into the Beacon Hill network). This is due to first hand experience: we had a breakin to a member's car when we ran a mountaineers group ride from there about 2-3 years ago and we have not been back since (we park at Esmeralda GC or Sekani instead). It would be nice to have another safe option at Shields as Sekani is inadequate. As a rock climber I welcome improvements for Minihaha's benefit too. I consider more users groups, such as a dog owners in the area a net benefit to all and could increase security due to more user traffic. And Spokane needs a lot more dog parks. Kudos.

Jeff Mergler
MTB chair, SMI

Spokane Park Board Briefing Paper



Committee	Land Committee	(Committee meeting	g date : May 5	, 2023
Requester	Nick Hamad		Phone nu	umber: 509.72	24.3639
Type of agenda item	OConsent (Discussion	○Informat	ion	Action
Type of contract/agreement	New Rene	ewal/ext. OL	ease OAmendmei	nt/change ord	er OOther
City Clerks file (OPR or policy #)					
Master Plan Goal, Objective, Strategy (click for link to adopted plan)	Goal B, Obj. 1 (bi Goal B, Obj. 2, (tr		Master Plan Priori (pg. 171-175)	ity Tier: Firs	st Tier
Item title: (Use exact language noted on the agenda)			neering Contract / Ma ani Parks (\$309,840.0		
Begin/end dates	Begins: 05/11/202	23	Ends: 12/31/2024		06/01/2525
Background/history: Contract with the AHBL, Inc. for Architectur project. Project scope includes the detailed major renovation of two trailheads serving per consultant proposal dated May 2, 2023 anticipated to be added at the time of consultant proposal dated May 2, 2023 anticipated to be added at the time of consultant project as the most highly The Make Beacon project is funded by a conditions.	d design, engineerir the Beacon Hill recr b. Task 11 (construc truction. y qualified consultar	ng, permitting, or eation area. Sotion administra nt by review con	construction document ervices contracted inc ation) is not included in mmittee through RFQu	tation, bid supp clude Tasks 1-1 n this contract, l u 2865-23.	port for the 0, but is
Motion wording:					
Motion to approve contract with AHBL, In \$309,840.00, non-taxable service.	c. for the Citywide	dog park site	selection and design	services in the	amount of
Approvals/signatures outside Parks:	Yes	○ No			
If so, who/what department, agency or co	• •				
Name: Craig Anderson	Email address:	canderson@A	HBL.com	Phone: 509.3	321.9388
Distribution:		Garrett Jo	ones		
Parks – Accounting			on@spokanecity.org		
Parks – Sarah Deatrich		_	SpokaneCounty.org		
Requester: Nick Hamad Grant Management Department/Name:		ulamolu(<i>y</i> spokanecity.org		
Fiscal impact: Expenditure	Revenue				
Amount:	_	Budget code:			
\$309,840.00		_	XXXXX-XXXXX-4808	32	
Vendor: • Existing vendor	New vendor	,			
Supporting documents:	<u> </u>				
Quotes/solicitation (RFP, RFQ, RFB)		W-9 (f	or new contractors/con	nsultants/vendo	rs
Contractor is on the City's A&E Roster - C			orms (for new contracto		



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

CITY OF SPOKANE NOTICE OF INTENT TO AWARD

April 19, 2023

Attn: Respondents to Request for Qualifications #5865-23 Make Beacon Hill Public – Phase 2 Design and Documentation Services

Thank you for your recent Statement of Qualifications response to the Request for Qualifications identified above. The City of Spokane received five consultant responses to this request. After evaluation of responses, the selection committee has recommended the contract be awarded to AHBL, Inc..

The Department requesting Statement of Qualifications will be entering into contract negotiations with the above referenced Company. The resulting contract and award recommendation will be forwarded to the City of Spokane Park Board for approval. If you would like to be notified of the exact Park Board meeting date, or if you have questions related to this award recommendation, please contact Nick Hamad at nhamad@spokanecity.org or 509.363.5452.

The City of Spokane recognizes your effort in submitting a Statement of Qualifications in order to compete for this contract. Thank you for taking the time to respond to our Request for Qualifications and we encourage you to participate in future solicitations.

Respectfully,

Connie Wahl, C.P.M., CPPB Senior Procurement

Specialist

City of Spokane Purchasing

AHBL

Exhibit A

May 2, 2023

Nick Hamad, PLA Park Planning and Development Manager City of Spokane Parks and Recreation 808 West Spokane Falls Boulevard Spokane, WA 99201

Project: Beacon Hill Trailheads RFQu 5865-23, AHBL No. 2230263.10/.40
Subject: Proposal for Civil Engineering and Landscape Architecture Services

Dear Nick:

Thank you for the opportunity to submit this proposal for civil engineering and landscape architecture services for the Beacon Hill Trailheads project for RFQu #5865-23, "Make Beacon Hill Public – Phase 2 Design and Documentation Services." This project is intended to produce detailed designs, permit documents, bid and construction documents, bid support, and construction administration for the John Shields Park and Camp Sekani trailheads and associated park amenities accessing the Beacon Hill recreation area. The project is partially grant funded by the Federal Land and Water Conservation Fund (LWCF) program administered by the National Park Services and conveyed by the Washington State Recreation and Conservation Office (RCO). City of Spokane desires to complete design and permitting by the end of calendar year 2023 and complete bidding and construction through 2024. The contract is renewable upon mutual agreement.

Assumptions:

- City of Spokane is providing topographic survey and cultural resource assessments and will provide a hazardous materials survey, if required, for both trailheads.
- City of Spokane shall provide daily construction management services for this
 project and shall host weekly construction meetings for the duration of the project.
 It is not intended that AHBL or their subconsultants perform daily management
 work nor attend/host the weekly construction meetings.
- In providing opinions of cost, AHBL has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, AHBL makes no warranty that the City's actual project costs will not vary from AHBL's opinions, analyses, projections, or estimates.
- Permit fees will be paid for by City of Spokane.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

SPOKANE

601 West Main Avenue Suite 305 Spokane, WA 99201-0613 509.252.5019 TEL

www.ahbl.com



- Spokane County will act as the lead agency for State Environmental Policy Act (SEPA) and Shoreline permitting. Additional permit submittals to City of Spokane will not be necessary.
- Traffic studies are not required.
- Building permitting will be split into an application to City of Spokane and Spokane County for the John Shields trailhead, and Spokane County only for the Camp Sekani work.
- City of Spokane will prepare bid forms and materials to guide the pre-bid and bid opening meetings.

Our scope of services is listed below.

Pre-Design Phase - Task 01

- 1. Attend one project kickoff meeting with City and County staff.
- 2. Perform site visit and reconnaissance to photograph and review miscellaneous site elements and surrounding conditions.
- 3. Review RCO grant application including project estimate/budget.
- 4. Meet with City staff to review, discuss, and develop the site program. This scope of work allows two meetings during this phase.
- 5. Perform comprehensive review of the existing concept plans for proposed improvements at Camp Sekani Trailhead and John H. Shields Park Trailhead, as presented to the Washington State RCO. Prepare memo documenting opportunities and constraints for proposed trailhead layouts based on existing concept layouts after updating to include actual site conditions and recommended updates/alternatives to concept plans.
- 6. Attend two pre-development conferences, one for each trailhead location (one with City of Spokane and one with Spokane County).
- 7. Prepare design schedule for review, comment, and approval by City staff, incorporating revisions, as necessary.
- 8. Prepare geotechnical analysis of subsurface conditions for both trailhead locations,
- 9. Prepare option for Habitat Management Plan (if required by authority having jurisdiction during pre-development conference).

Schematic Design (30%) - Task 02

10. Meet bi-weekly with City staff to review, discuss, and develop the design, including review of issues and action items. This scope of work allows for four meetings.





- 11. Update of trailhead concept plans for both John Shields Park and Camp Sekani trailheads, to include topographic and cultural resources information. 30% should include, but is not limited to:
 - a. Preliminary vehicular and pedestrian circulation design for parking areas and trails, including preliminary drainage/infiltration swale locations and approximate sizing.
 - b. Preliminary horizontal layout with spot elevations and prepare typical section(s) for John Shields Park Adaptive Climbing Trail.
 - c. Preliminary layout of playground boundary (John Shields Park Only).
 - i. Preliminary location of driveway approaches and at-grade pedestrian crossings across Upriver Drive for both trailheads.
 - d. Preliminary layout and location for portable restroom shelter at Camp Sekani trailhead.
 - e. Preliminary location of interpretive panels and kiosks.
 - f. Approximate limits of construction activity, including clearing, grubbing and tree removal, etc.
 - g. Preliminary electrical improvements, identifying power sources and new service location(s).
 - h. Preliminary cut/fill volume estimates.
- 12. Prepare rendered site plan graphics and presentation materials for community engagement meetings and/or electronic sharing (via web and email).
- 13. Attend one community engagement meeting to present updated plans and gather community feedback.
- 14. Attend one stakeholder meeting with key stakeholders, including Spokane Mountaineers, Evergreen East, Jess Roskelley Foundation, and WSPR.
- 15. Prepare meeting minutes after completion of meetings.

Design Development (60%) – Task 03

- 16. Meet bi-weekly with City staff to review, discuss, and develop the design, including review of issues and action items. This scope of work allows for four meetings.
- 17. Include public feedback and City staff comments received during 30% design phase and associated public outreach.





- 18. Prepare separate design development drawing packages for both John Shields Park and Camp Sekani trailheads and associated improvements, including detailed horizontal and vertical controls. 60% should include, but is not limited to:
 - a. Demolition plans.
 - b. Erosion and sedimentation control plans.
 - c. Updated vehicular and pedestrian circulation design for parking areas and trails, including detailed drainage/infiltration swale locations and sizes.
 - Updated grading and drainage plans, including construction details for all proposed civil improvements.
 - d. Prepare drainage report compliant with requirements of the *Spokane Regional Stormwater Manual*, as well as City of Spokane and Spokane County building and planning requirements.
 - e. Plans and construction details for the portable restroom shelter at Camp Sekani based on the shelter plan previously prepared or provided by CXT.
 - f. Detailed plans for interpretive kiosks and panels.
 - g. Option for generation of content, graphics, and layout of up to six interpretive panels and kiosks.
 - h. Detailed plans for two at-grade pedestrian crossings across Upriver Drive and connecting from each trailhead to the adjacent Centennial Trail.
 - i. Utility plans for water service connection to nearby main and extension to John Shields Park trailhead.
 - Utility plans for power service and general area lighting for both John Shields Park and Camp Sekani.
 - k. Park trailheads, anticipating all overhead power shall be decommissioned and new power cable shall be placed underground.
 - I. Preliminary landscape, fencing, planting, and irrigation plans, including construction details for landscape improvements.
 - m. Detailed layout of playground boundary, including specific components and construction details for playground improvements.
 - n. Detailed electrical sheets for new 200-amp service (both trailheads), and general site lighting (both trailheads).
- 19. Prepare preliminary project written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications.





- 20. Prepare recommendation for construction phasing, ensuring one of the two trailheads is always open to the public during construction. Recommend temporary public parking locations for each site during construction.
- 21. Prepare detailed construction estimate for all improvements, itemized by trailhead.
- 22. Prepare rendered plan graphics and presentation materials for community engagement meeting.
- 23. Attend one community engagement meeting to present updated plans and gather community feedback.
- 24. Attend one stakeholder meeting with key stakeholders, including Spokane Mountaineers, Evergreen East, Jess Roskelley Foundation, and WSPR.
- 25. Prepare meeting minutes after completion of meeting,

Construction Documents (90%) - Task 04

- 26. Include public feedback and City staff comments received during 60% design phase and associated public outreach, modify project scope elements (if directed by City staff) to meet project budget.
- 27. Update separate design development drawing packages for both John Shields Park and Camp Sekani trailheads and associated improvements, including detailed horizontal and vertical controls. 90% should include, but is not limited to:
 - a. Updates to all sheets included at 60% and any additional details.
 - b. Additional sheets, details, and information as required to secure required permits and control construction of improvements.
- 28. Update project written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications.
- 29. Update detailed construction estimate for all improvements, itemized by trailhead.
- 30. Prepare building permit intake documents, as required by City of Spokane and Spokane County for John Shields Park trailhead.
- 31. Prepare building permit intake documents as required by Spokane County for Camp Sekani trailhead.
- 32. Attend two permit intake meetings, one with City of Spokane and one with Spokane County.
- 33. Attend up to one stakeholder meeting with key stakeholders including, Spokane Mountaineers, Evergreen East, Jess Roskelley Foundation, and WSPR.



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Bid Documents (100%) - Task 05

- 34. Update plans and written specifications to respond to feedback received during agency permit review and include final QA/QC revisions, as directed by City staff.
- 35. Prepare permit resubmittal documents and resubmit permit documents.
- 36. Prepare final construction estimate for all improvements, itemized by trailhead.
- 37. Prepare 100% Bid Documents.
- 38. Deliverables:
 - 100% Plans and Specifications.
 - Final Engineer's Estimate.

Bid Administration Services - Task 06

- 39. Attend one in-person pre-bid conference hosted by City of Spokane.
- 40. Respond to bidder Q&A, preparing answers to questions and revising plans/details/ written specifications as required to clarify project intent and control bidding.
- 41. Coordinate Requests for Information (RFIs) with subconsultants, and consolidate and package all narratives, exhibits, specifications, and sheets for architecture and MEP related items.
- 42. Attend one bid opening meeting and evaluate unit bid prices and discuss bidding with contractors and City staff.

Geotechnical Review – Task 07

43. Engineering services for geotechnical analysis and design will be provided by Budinger & Associates as a subconsultant to AHBL. Please refer to the attached proposal for the detailed scope of work. The fee below includes a 5% administrative markup.

Environmental Permitting - Task 08

- 44. Planning services for environmental permitting will be provided by Ardurra as a subconsultant to AHBL. Please refer to the attached proposal for the detailed scope of work. The fee below includes a 5% administrative markup.
- 45. Prepare a State Environmental Policy Act (SEPA) Environmental Checklist and map exhibits to submit with the application package.
- 46. Develop a combined Habitat Management Plan/Shoreline Impact Assessment (HMP/SIA).
- 47. Complete Joint Aquatic Resource Permit Application (JARPA) development and submittal to City and County for Shoreline Substantial Development Permits (SSDP).





- 48. Complete permitting coordination with regulatory agencies (City and County Planning, Washington Department of Fish and Wildlife (WDFW), Washington State Parks, and Department of Ecology).
- 49. Represent the project throughout the review and approval process. If there are additional studies requested that exceed the scope of the proposal, a separate proposal will be prepared for the work, or we will coordinate this for you with other design consultants.

Pedestrian Assessment / Pedestrian Beacons (Optional) - Task 09

- 50. Engineering services for pedestrian assessments and beacon design will be provided by Ardurra as a subconsultant to AHBL. Please refer to the attached proposal for the detailed scope of work. The fee below includes a 5% administrative markup.
- 51. Traffic Planning and Engineering: Develop two Pedestrian Justification Assessments, one for each trailhead crossing including a design decisions matrix, for two proposed atgrade pedestrian crossings.
- 52. Develop construction plans and essential specifications for two enhanced at-grade pedestrian crossings. Each crossing will be developed with ADA compliant designs and include Rectangular Rapid Flashing Beacons (RRFBs) with advanced warning and at-intersection signage and striping per City and Manual on Uniform Traffic Control Devices (MUTCD) standards. It is anticipated the RRFBs will be solar powered, with LED lighting and manual pedestrian actuation.
- 53. Provide 60% and 90% plans for City and County reviews. Specifications will be geared to CSI format.
- 54. Provide 100% bid plans and specification with an engineer's estimate for improvements.

Interpretive Panel Design and Graphics (Optional) - Task 10

- 55. Discuss the interpretive program with City and County staff to develop the narrative and theme.
- 56. Select and specify interpretive panel furnishings and locations.
- 57. Provide concept graphics and narrative for City and County comment. Revise based on comments for final approval.
- 58. Prepare construction drawings and specifications for panels; prepare graphics for distribution to panel manufacturer.

Construction Administration Services (Optional) – Task 11

- 59. Prepare a conformed set of bid documents and bidding clarifications and addenda.
- 60. Prepare "schedule of submittals" for use in tracking submittals required and approval status of those submittals.



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- 61. Prepare for and attend one construction kickoff meeting.
- 62. Review product submittals and shop drawings, and report findings to the City.
- 63. Assist the City with answering contractor questions for clarification, and assist in the preparation of clarification drawings, as necessary.
- 64. This task allows for a total of six landscape related site visits:
 - a. Four site inspections (including site observations with report) during construction to ensure the intent of the design is being met at major milestones, including hardscape layout, planting material inspection and layout, mainline pressure test, and irrigation coverage test.
 - b. Two site visits post construction (one punchlist visit and one follow-up/back-punch visit).
- 65. Review contractor-furnished record drawings at the end of construction and prepare asbuilt plans.
- 66. Prepare final letter of substantial project conformance/completion.
- 67. Review operations and maintenance manuals provided by the contractor.
- 68. Assist with contract issues that may arise during the warranty periods of landscape items.

Reimbursable Expenses – Task 90

69. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis, with an estimate provided below.





Billing Summary

Tasks will be billed on a percent complete basis, not to exceed the amounts shown below without prior authorization from the City. Task marked as "Optional" will not be performed without written authorization from the City. Invoice task numbers will match the task numbers shown below. Attached is a detailed task hour breakdown estimate used to develop our fee.

Basic Services	AHBL Fees	Su	ibconsultant Fees	Subtotal
TASK 1 Pre-Design Phase	\$ 11,535	\$	604	\$ 12,139
TASK 2 Schematic Design (30%)	\$ 46,455	\$	2,625	\$ 49,080
TASK 3 Design Development (60%)	\$ 64,840	\$	2,625	\$ 67,465
TASK 4 Construction Documents (90%)	\$ 51,750	\$	2,625	\$ 54,375
TASK 5 Bid Documents (100%)	\$ 16,905	\$	2,625	\$ 19,530
TASK 6 Bid Administration	\$ 8,225	\$	273	\$ 8,498
TASK 7 Geotechnical Review		\$	25,719	\$ 25,719
TASK 8 Environmental Permitting		\$	33,558	\$ 33,558
Basic Design Services Subtotal	\$ 199,710	\$	70,653	\$ 270,363
Other Services (Optional)				
TASK 9 Ped Assessment / Ped Beacons		\$	28,476	\$ 28,476
TASK 10 Interpretive Panel Design / Graphics	\$ 7,500.00			\$ 7,500
TASK 11 Construction Administration	\$19,420.00	\$	2,048	\$ 21,468
Other Services Subtotal				\$ 57,444
	Proj	ect	Total Fees	\$ 327,807
	Reimbursable I	Ехре	nses Estimate	\$ 3,500
Project Total		\$		331,307

You may not want us to provide some of the services listed. We can discuss these services and the number of hours with you and make adjustments, as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.





Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants other than those already included in the scope of work.
- b) Preparation, submittal, or securing of permits including, but not limited to:
 - 1) Forest Practices Applications or permits from the Department of Natural Resources for logging operations.
 - 2) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.
 - 3) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Expanded environmental checklist or environmental impact statement.
- e) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- f) Offsite improvements.
- g) Costs associated with reconsiderations of agency decisions.
- h) Costs associated with preparing and filing variances, etc.
- Costs associated with substantial redesign after preparation of design development drawings.
- j) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- k) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- Structural engineering services.
- m) Dividing the design work into more than one phase of work after the 30% Schematic Design.
- n) Design of septic systems.



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Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please sign and return a copy of the enclosed contract to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (509) 252-5019.

Sincerely,

Craig D. Andersen, PLA, LEED AP Director of Landscape Architecture

CDA/lsk

c: Erick Fitzpatrick - AHBL Accounting

Attachments:

- AHBL, Inc. Professional Services Agreement
- Preliminary Deliverables List
- Detailed Task/Hour Breakdown
- Subconsultant Fee Proposals
 - Electrical Engineering and Lighting Design L&S Engineering
 - Geotechnical Analysis Budinger & Associates
 - Environmental Permitting and Traffic Engineering Ardurra

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AHBL, INC. PROFESSIONAL SERVICES AGREEMENT



This Professional Services Agreement "this Agreement" is made this 2nd day of May, 2023, between City of Spokane Parks and Recreation, the "Client," and AHBL, Inc. of Tacoma, Washington, the "Consultant," for Beacon Hill Trailheads RFQu 5865-23, the "Project," AHBL File No. 2230263.10/.40.

The Client and Consultant agree as follows:

- SERVICES. The Consultant will perform for the Client the services outlined in the Consultant's proposal letter dated May 2, 2023, which is incorporated into this Agreement. Said services will commence upon receipt of a signed copy of this Agreement.
 - This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.
- COMPENSATION FOR SERVICES. The Client shall pay to the Consultant, as compensation for the services, the amounts as identified in the
 proposal letter referred to in Paragraph 1. For projects that include time and expenses charges, a schedule of charges can be provided upon
 request.

3. REIMBURSABLE EXPENSES.

- 3.1 Reimbursable Expenses, surcharged by fifteen percent (15%), are in addition to compensation for Services and include expenses incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses.
 - 3.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approvals of authorities having jurisdiction over the Project.
 - 3.1.2 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.
 - 3.1.3 Expense of renderings, models, and mock-ups requested by the Client.
 - 3.1.4 Reprographics, copy expenses, and other expenses connected with the project.

4. BILLING AND PAYMENT.

- 4.1 <u>Initial Payment.</u> The Client shall make an initial payment of **zero** and **no** hundredths dollars **(\$0.00)** upon execution of this Agreement. This payment shall be applied against the final invoice. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Client has secured project financing or the Client has received payment from its client, as the case may be.
- 4.2 Interest. If payment is not received by the Consultant within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one and one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.
- 4.3 <u>Suspension or Termination of Service</u>. If the Client fails to pay amounts within sixty (60) calendar days of the date of the invoice, this shall constitute a material breach of this Agreement, and the Consultant may, at any time, and without waiving any other rights against the Client and without thereby incurring any liability whatsoever to the Client, suspend services under this Agreement or terminate this Agreement. The Client agrees to release the Consultant from any consequences of such suspension or termination of services due to the Client's non-payment of the Consultant's fees.
- 4.4 <u>Set-offs, Backcharges, Discounts.</u> Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client. Payment is due regardless of suspension or termination of this Agreement by either party. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than sixty (60) calendar days after date of invoice.
- 5. <u>TERMINATION</u>. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon termination, Consultant shall be compensated for all services performed to the date of receipt of notice of termination, plus reimbursable expenses then due, plus reasonable additional expenses that may be incurred in the closing of the project records and project activities.
- 6. OWNERSHIP OF DOCUMENTS. Plans, reports, and specifications are instruments of service and shall remain the property of Consultant, whether the project for which they are made is executed or not. The Consultant shall retain all ownership rights, including the copyright. Submission to public agencies and Project contractor(s) shall not be deemed publication in derogation of the Consultant's retained rights. The Client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.
 - 6.1 <u>Electronic Media</u>. The Client may retain copies of drawings, reports, and/or specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify, and hold harmless the Consultant from any and all claims resulting from use or reuse of, or changes to, the electronic media by the Owner or the Owner's transferee.

- 7. OPINIONS OF PROBABLE COST. Because Consultant does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are made on the basis of the Consultant's experience and qualification, and represent the Consultant's best judgment as a design professional generally familiar with the construction industry. However, Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, the client shall employ an independent cost estimator.
- 8. <u>RISK ALLOCATION.</u> In the execution of its services, the Consultant will exercise its best professional judgment. No other warranties, expressed or implied, are given.

Client recognizes the inherent risk of claims associated with the service to be provided by Consultant. In partial consideration of Consultant's commitment to perform the services under this Agreement, Client and Consultant agree:

- To limit the aggregate amount of damages the Client may recover against the Consultant (along with its officers, directors, and employees) arising under or related to this Agreement to \$50,000 or the amount of compensation paid to the Consultant pursuant to this Agreement, whichever is greater. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed warranty, breach of implied warranty and strict liability.
- 8.2 The Consultant shall indemnify the Client (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Consultant or its consultants in the performance of professional services under this Agreement.
- 8.3 The Client shall indemnify the Consultant (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Client or its consultants under this Agreement.
- 8.4 Consequential Damages. The Client and the Consultant waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.

9. DISPUTES

- Mediation. Any dispute between the Client and the Consultant arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Client agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the Consultant of the Consultant's election to subject a dispute to mediation ("Notice of Election to Mediate"). Prior to commencing litigation against the Consultant, the Client shall, within the time limitation set forth below, provide the Consultant with written notice of the Client's claim(s) setting forth the nature of the dispute and the Client's claim(s), the amount in controversy, a brief summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the Client's intention to commence litigation ("Notice of Intent to Litigate"). If within fourteen (14) days following the Consultant's receipt of Notice of Intent to Litigate the Consultant has not given the Client Notice of Election to Mediate, the Client may commence litigation. The Consultant may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise. Unless the Client and the Consultant subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediator's charges and one-half of the mediation service's charges. The parties shall participate in the mediation process in good faith.
- 9.2 <u>Litigation</u>. If the Consultant elects not to mediate a dispute or if mediation is conducted but does not fully resolve all disputes and/or claims, either the Client or the Consultant may commence litigation. In that case, both parties agree that venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between the parties or after Consultant's written election not to submit the dispute to mediation, the claims that were the subject of the mediation proceedings shall be forever barred.
- 9.3 <u>Time Limitation</u>. Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the Consultant last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the Consultant's service of a Notice of Election to Mediate or the Client's service of a Notice of Intention to Litigate, and shall recommence running upon the termination of mediation proceedings or, in the event the Consultant does not elect to mediate, fourteen (14) days following service of the Notice of Intent to Litigate.

10. SPECIAL PROVISIONS.

- 10.1 Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Client agrees not to make any claims against the Consultant if it develops that the conditions that were encountered were not anticipated by Consultant.
- Subconsultants. It is recognized and understood that some of the professional services required by this Agreement may be of a specialized nature that cannot be provided by Consultant in-house. Such specialized services include, but are not limited to, materials testing, mechanical, electrical, architectural, acoustical, and geotechnical Engineering, laboratory planning and design, professional cost estimating, LCC/energy analysis, acoustical Engineering, telecommunications Engineering, and other services identified elsewhere in this Agreement. Consultant shall, upon request received from the Client, procure such services from subconsultants subject to Client approval, and shall enter into agreements with the subconsultants. A copy of the agreements with the subconsultants shall be provided to the Client upon receipt of a written request. As the Client's agent, Consultant shall coordinate the activities of the subconsultants in the providing of their services under this Agreement.
- 10.3 <u>Waiver of Claims</u>. If the client declines to retain the Consultant to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant (or its officers, directors, or employees) arising out of or related to use of drawings, reports and/or specifications prepared by the Consultant, except to the extent that the Client establishes that the claim against the Consultant would have existed even if the Consultant had performed construction phase services.

11. MISCELLANEOUS PROVISIONS.

- 11.1 <u>Information Provided by Client</u>. The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Consultant such information, and the Consultant is entitled to rely upon the accuracy and completeness thereof
- Environmental Hazards Waiver and Indemnity. The Consultant and the Consultant's subconsultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. It is further understood and agreed that Consultant will not contract to perform any services in connection with the detection, removal, abatement, disposal or eradication of any hazardous or potentially hazardous substances or materials located in, on, under, over, about or in any other way connected with the project or project site and that the incorporation into the contract of any specifications pertaining to such matter will be done only in accordance with the direction of the Client and their subconsultants without any responsibility or liability whatsoever of Consultant or their insurers in regard thereto.
- 11.3 <u>Taxes</u>. In the event that federal, state, and/or local legislative action imposes new or additional tax measures that will affect Consultant's cost of doing business, Client and Consultant agree that all professional fees negotiated in compensation for this project shall be adjusted to reflect such increases in taxation. Adjustments shall include, but not be limited to, compensation for potential new and/or the retroactive application of state sales tax on professional services, and increases in state and local business and occupation taxes.
- 11.4 <u>Assignment</u>. Neither the Client nor the Consultant shall assign or transfer this Agreement, or any interest in this Agreement or any cause of action arising under or related to it, without the written consent of the other, which consent may be withheld at the discretion of either party.
- 11.5 Construction Observation. The Consultant shall, if within the scope of services of this Agreement, visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and Consultant in writing to become generally familiar with the progress and quality of the construction. However, the Consultant shall not be required to make exhaustive or continuous onsite observations or any inspections to check the quality or quantity of the construction. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Contractor's Work (Work). The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- Submittal Review. The Consultant shall review and take other appropriate action upon contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plans and specifications. The Consultant's actions shall be taken with reasonable promptness. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. The Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Consultant's review of a specific item shall not indicate review or approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the plans and specifications, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the plans and specifications.
- 11.7 <u>Property Insurance</u>. The Client will assure that the Consultant is named as an additional insured on the builder's risk insurance policy and any other property policy carried by the Project owner and/or the Project prime construction contractor during the construction. The Client will furnish the Consultant with a certified copy of the policy or policies showing the Consultant's status as additional insured upon receipt of a request from the Consultant.
- 11.8 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.
- 11.9 Merger. This Agreement states the entire agreement between the Client and the Consultant with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings, and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Client and the Consultant.
- 11.10 Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

AHBL. INC.

CITY	OF SPOKANE PARKS AND RECREATION	Civil & Structural Engineers - Landscape Architects - Community Planners - Land Surveyors 2215 North 30th Street, Suite 300 Tacoma, WA 98403 (253) 383-2422	
Ву:	Signature	By:Principal in Charge	
	Printed Name / Title	_	
Date:		Date:	
(AHBL	File No. 2230263.10/.40)		

Client

Design Phases: Deliverables List

Item	Description	Who	When
Pre-De	esign		
	Design Schedule	AHBL: Lscp	
	Preliminary Concept Review & Recommendations	ALL	
	RCO Grant ROM Estimate Review	ALL	
	Kickoff Meeting Notes	AHBL: Lscp	
	Preliminary Geotechnical Analysis Report	Budinger	
	Pre-Development Conferences Notes	AHBL: Lscp	
	Preliminary Electrical and Lighting Needs Analysis	L&S	
30% S	chematic Design – Separate sets for each trailhead		
	General Sheets	AHBL: Lscp	
	Overall Site Plans	AHBL: Lscp	
	Enlarged Layout Plans	AHBL: Lscp	
	Grading & Drainage Plans	AHBL: Civil	
	Water Utility Plan (Shields Park only)	AHBL: Civil	
	Electrical Plans	L&S	
	Details: Trail Sections (Shields Adaptive Trail)	AHBL: Civil	
	Details: Pedestrian Crossings	Ardurra	
	Details: Playground Edging/Fall Zone	AHBL: Lscp	
	Rendered Site Plans & 3D Images	AHBL: Lscp	
	Community Meeting Minutes	AHBL: Lscp	
	Stakeholder Meeting Minutes	AHBL: Lscp	
	Staff Review Comments and Meeting Minutes	AHBL: Lscp	
	Habitat Management Plan / Shoreline Impact	Ardurra	
	Assessment		
	Trip Generation & Distribution Letter	Ardurra	
	SEPA Checklist	Ardurra	
	Shoreline Substantial Development Permit	Ardurra	
	Traffic Impact Assessment on crossings	Ardurra	
	Asbestos Survey (Camp Sekani Scout House)	COS??	
	Final Geotechnical Analysis Report	Budinger	
60% D	esign Development (PS&E) – Separate sets for each	trailhead	
	General Sheets	AHBL: Lscp	
	Demolition Plans	AHBL: Civil	
	ESC Plans	AHBL: Civil	
	Civil Site & Layout Plans	AHBL: Civil	
	Grading & Drainage Plans	AHBL: Civil	
	Water Utility Plan (Shields Park only)	AHBL: Civil	
	Civil Site Details	AHBL: Civil	
	Civil Utility Details	AHBL: Civil	
·	Drainage Reports	AHBL: Civil	
	Electrical Utility Plans & Details	L&S	

Site Lighting Plans and Details	L&S
Landscape Site & Layout Plans	AHBL: Lscp
Planting Plans	AHBL: LSCP
Irrigation Plans (Shields Park only)	AHBL: LSCP
Site Details (Hardscape, Fencing, Portable	AHBL: Lscp &
Restroom Shelter, Interpretive Kiosks,	Structural
Playground)	Structural
Planting and Irrigation Details	AHBL: Lscp
3-Part CSI Specifications w/ Part 2 (Products)	All
edited	All
Traffic Study / Trip Count (if required)	Ardurra
Itemized Construction Estimates	All
Updated Rendered Site Plans & 3D Images	AHBL: Lscp
Community Meeting Minutes	AHBL: Lscp
Stakeholder Meeting Minutes	AHBL: LSCP
Staff Review Comments and Meeting Minutes	AHBL: Lscp
Stail Neview Confinents and Meeting Minutes	Aribl. Lscp
90% Construction Documents PSE	
Updated Plans and Details	
Additional Plans, Details, etc.	
Completed specifications	_
Updated Estimates	
City Permit Intake Documents and Plans	
County Permit Intake Documents and Plans	
100% Bid Documents PSE	
Updated & Stamped Plans and Details	
Complete Project Manual (Specs, Reports, and	
Bid Forms)	
Final Construction Cost Estimate	

Permits:

Spokane County

- 1. Building
- 2. Grading
- 3. SEPA
- 4. Shoreline Substantial Development Permit

City of Spokane

- 1. Building
- 2. Grading
- 3. SEPA
- 4. Shoreline Substantial Development Permit

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	<u> </u>			Admin			Civi	l Engineering						Landsca	pe Architecture			
	Work Task	Total	Total		EF							CDA	KKC			MHR / SJ	HMS	AEG
TASK 1	Pre-Design Phase	Task Cost (\$)	Task Hours	WP	Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
	Monthly Summaries (2 months)	\$660.0	0 4.00			2							2					
	Subconsultant Management	\$960.0	6.00									4	2					
	Site Visit	\$2,535.0	18.00			3		3				3	3			3	3	
	RCO Grant review	\$495.0	3.00			1						1	1					
	Review existing plans, prepare memo	\$1,550.0	10.00			2		2				2	4					
	Opportunities and constraints memo	\$925.0	6.00			1		1				1	3					
	City kickoff meeting	\$990.0	0 6.00			2						2	2					
	Pre-dev conferences (2)	\$990.0	0 6.00			2						2	2					
	Design Schedule / Project Management	\$2,430.0	14.00		2	4						2	6					
		\$0.0	0.00															
		\$0.0	0.00															
Total	TASK 1 Pre-Design Phase	\$11,535.0	73.00	0.00	2.00	17.00	0.00	6.00	0.00	0.00	0.00	17.00	25.00	0.00	0.00	3.00	3.00	0.00
	Billing Rate			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr
	Task Total - Civil	\$ 4,320.00	ı	\$ -	\$ 480.00	\$ 3,060.00	\$ -	\$ 780.00	· -	\$ -	\$ - 5	2,805.00 \$	3,750.00	\$ -	\$ -	\$ 345.00	\$ 315.00	\$ -
	Task Total - Landscape	\$ 7,215.00	ı															
	Task Total - Structural	\$ -	_	hrs / wk	0	2	0	0	0	0	0	1	1	0	0	0	0	0
	L&S Engineering	\$ 603.75																
	Subconsultant - 02																	
	Subconsultant - 03		_															
	Subconsultant - 04		_															
	TASK 1 Pre-Design Phase	\$ 12,138.75																

				Admin			Civi	I Engineering						Landsca	pe Architecture	!		
	Work Task	Total	Total		EF							CDA	KKC			MHR / SJ	HMS	AEG
TASK 2	Schematic Design (30%)	Task Cost (\$)	Task Hours	WP	Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
	Monthly Summaries (3 months)	\$990.00	6.00			3							3					
	Subconsultant Management	\$2,580.00	17.00									2	15					
	Bi-Weekly Meetings w/ City	\$6,210.00	38.00		2	6						10	20					
	Prepare Base Maps & Sheets	\$2,515.00	23.00					4		4							15	
	Cut/Fill Volume Estimates	\$1,300.00	10.00					10										
	Trailhead Site Layouts w/ Options	\$5,190.00	40.00			1						4	15				20	
	Preferred Site Layouts	\$5,360.00	44.00					2		8		4	10				20	
	Site Design and Site Plans	\$1,630.00	12.00			2		4		4		2						
	Grading and Drainage Plan	\$2,950.00	23.00		1	2		10		10								
	Water Plans	\$1,720.00	14.00			2		4		8								
	Trail Details	\$2,085.00	18.00			1						2					15	
	Existing restroom renovation or replacement bui	\$825.00	7.00										2				5	
	Playground supplier and equipment	\$825.00	7.00										2				5	
	Safety surfacing options	\$300.00	2.00										2					
	Rendered Site Plan	\$3,780.00	32.00									2				30		
	Concept Option Meeting w/ City Staff	\$930.00	6.00									2	4					
	Preliminary Engineer's Estimate	\$3,630.00	27.00			2		8				2	5			10		
	Community & Stakeholder Meeting Exhibits	\$740.00	6.00									1				5		
	Community Meeting	\$990.00	6.00			2						2	2					
	Stakeholder Meeting	\$1,440.00	9.00			1						4	4					
	Meeting Minutes	\$465.00	3.00									1	2					
		\$0.00	0.00															
		\$0.00	0.00															
Total	TASK 2 Schematic Design (30%)	\$46,455.00	350.00	0.00	3.00	22.00	0.00	42.00	0.00	34.00	0.00	38.00	86.00	0.00	0.00	45.00	80.00	0.00
	Hourly Rate	7.0,0000		\$90.00/hr	\$240.00/hr		\$165.00/hr	\$130.00/hr		\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	
	Task Total - Civil	\$ 13,710.00	10,140.00	\$ -	\$ 720.00	\$ 3,960.00	\$ -	\$ 5,460.00	\$ -	\$3,570.00	\$ -	\$ 6,270.00	12,900.00	\$ -	\$ -	\$ 5,175.00	\$ 8,400.00	\$ -
	Task Total - Landscape	\$ 32,745.00																
	Task Total - Structural	\$ -		hrs / wk	0	3	0	5	0	4	0	5	11	0	0	6	10	0
	-	<u>'</u>		- ,														
	L&S Engineering	\$ 2,625.00																
	Subconsultant - 02																	
	Subconsultant - 03																	
	Subconsultant - 04																	
		\$ 49,080.00																
	IASK 2 Schematic Design (30%)	\$ 49,080.00																

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	<u> </u>				Admin			Civ	il Engineering		·				Landso	ape Architectur	2	·	
	Work Task		Total	Total		EF							CDA	KKC			MHR/SJ	HMS	AEG
TASK 3	Design Development (60%)		Task Cost (\$)	Task Hours	WP	Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
	Monthly Summaries (3 months)		\$990.00	6.00			3							3					
	Subconsultant Management		\$2,910.00	19.00									4	15					
	Bi-Weekly Meetings w/ City		\$5,730.00	36.00			6						10	20					
	General Sheets		\$1,765.00	16.00					1		4		1					10	
	Overall Site Plan		\$1,110.00	10.00							4		1					5	
	Site Design and Site Plans		\$6,220.00	60.00							8		2					30	20
	Grading and Drainage Plan		\$2,010.00	16.00		1	2				12			1					
	Drainage Report		\$2,300.00	18.00		1	1		8		8								
	Water Plans		\$1,720.00	14.00			2		4		8								
	Site and Hardscape Details		\$5,815.00	55.00									1	4				30	20
	Trail Details		\$3,100.00	31.00										1				10	20
	Utility Details		\$360.00	2.00			2												
			\$0.00	0.00															
	Plant palette exhibit		\$1,100.00	11.00										1					10
	Planting Plans & Details		\$3,200.00	32.00										2				5	25
	Irrigation Plan & Details		\$2,600.00	22.00										2			20		
	Outline Specifications		\$9,230.00	62.00			10		20				2	30					
	Update Color Site Plan Rendering		\$2,465.00	21.00									1				20		
	3D Bird's eye perspectives (2)		\$4,930.00	42.00									2				40		
			\$0.00	0.00															
			\$0.00	0.00															
	Updated Engineer's Estimate		\$5,200.00	43.00			2		10				1	5				25	
			\$0.00	0.00															
	Community Meeting		\$1,290.00	8.00			2						2	4					
	Stakeholder Meeting		\$495.00	3.00			1						1	1					
	Meeting Minutes		\$300.00	2.00										2					
			\$0.00	0.00															
			\$0.00																
Total	TASK 3 Design Development (60%)		\$64,840.00	529.00	0.00	2.00	31.00	0.00	43.00	0.00	44.00	0.00	28.00	91.00	0.00	0.00	80.00	115.00	95.00
	Hourly Rate				\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr
	Task Total - Civil	Ś	16,270.00		\$ -	\$ 480.00			\$ 5,590.00	\$ -	\$4,620.00		\$ 4,620.00 \$		\$ -	\$ -		\$12,075.00	
	Task Total - Landscape	Ś	48,570.00		•		, ,,,,,,,,,	*	,	•	+ ,,	*	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	*	•	+ -,	+,	+ -,
	Task Total - Structural	\$	-		hrs / wk	0	4	0	5	0	6	0	4	11	0	0	10	14	. 12
	L&S Engineering	s	2,625.00																
	Subconsultant - 02		, , , , , ,																
	Subconsultant - 03	-																	
	Subconsultant - 04	\$																	
	TASK 3 Design Development (60%)	Ś	67,465.00																

				Admin		(Civil Engineering						Landsc	ape Architecture	2		
	Work Task	Total	Total		EF						CDA	KKC			MHR/SJ	HMS	AEG
TASK 4	Construction Documents (90%)	Task Cost (\$)	Task Hours	WP	Civil PIC	PM PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
	Monthly Summaries (2 months)	\$660.00	4.00			2						2					
	Subconsultant Management	\$1,500.00	10.00									10					
	Bi-Weekly Meetings w/ City	\$4,980.00	31.00			6					10	15					
	Prepare 90% civil plans and details	\$4,000.00	33.00		1	2	10		20								
	Prepare 90% landscape plans and details	\$16,775.00	150.00								5	25			20	40	60
	Division 00 and 01 specs	\$4,965.00	31.00		1	5					5	20					
	Div 02 - 33 specs	\$11,165.00	76.00		1	10	20					40				5	
	City Permit Docs and Intake Meeting	\$1,800.00	13.00			1					3	4				5	
	County Permit Docs and Intake Meeting	\$1,275.00	8.00			1					3	4					
	Updated Engineer's Estimate	\$3,985.00	32.00			2	10					5				15	
		\$0.00	0.00														
	Final Stakeholder Review Meeting	\$645.00	4.00			1					1	2					
		\$0.00	0.00														
		\$0.00	0.00														
		\$0.00	0.00														
Total	TASK 4 Construction Documents (90%)	\$51,750.00	392.00	0.00	3.00	30.00	40.00	0.00	20.00	0.00	27.00	127.00	0.00	0.00	20.00	65.00	60.00
	Hourly Rate			\$90.00/hr	\$240.00/hr	\$180.00/hr \$165.00/h	r \$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	r \$95.00/hi
	Task Total - Civil	\$ 13,420.00		\$ -	\$ 720.00 \$	5,400.00	\$ 5,200.00	ŝ -	\$2,100.00	\$ -	\$ 4,455.00	\$ 19,050.00	\$ -	\$ -	\$ 2,300.00	\$ 6,825.00	\$ 5,700.00
	Task Total - Landscape	\$ 38,330.00															
	Task Total - Structural	\$ -		hrs / wk	0	3	4	0	2	0	3	13	0	0	2	. 7	7 6
	L&S Engineering	\$ 2,625.00															
	Subconsultant - 02																
	Subconsultant - 03																
	Subconsultant - 04	\$ -															
	TASK 4 Construction Documents (90%)	\$ 54,375.00															

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				Admin			Civi	I Engineering						Landsca	oe Architecture			
	Work Task	Total	Total		EF							CDA	KKC			MHR/SJ	HMS	AEG
TASK 5	Bid Documents (100%)	Task Cost (\$)	Task Hours	WP	Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
	Monthly Summaries (1 months)	\$330.00	2.00			1							1					
	Subconsultant Management	\$930.00	6.00									2	4					
	Prepare 100% civil plans and details	\$2,840.00	21.00		1	4		8		8								
	Prepare 100% landscape plans and details	\$4,575.00	40.00									5	5				15	15
	Permit resubmittals	\$4,025.00	33.00			1		8		8		1	5				10	
	Prepare final construction estimates	\$4,205.00	31.00			1		10					15					5
		\$0.00	0.00															
		\$0.00	0.00															
		\$0.00	0.00															
		\$0.00	0.00															
Total	TASK 5 Bid Documents (100%)	\$16,905.00	133.00	0.00	1.00	7.00	0.00	26.00	0.00	16.00	0.00	8.00	30.00	0.00	0.00	0.00	25.00	20.00
	Hourly Rate			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr
	Task Total - Civil	\$ 6,560.00		\$ -	\$ 240.00	\$ 1,260.00		\$ 3,380.00	ŝ -	\$1,680.00	\$ -	\$ 1,320.00 \$	4,500.00	\$ -	\$ -	\$ -	\$ 2,625.00	\$ 1,900.00
	Task Total - Landscape	\$ 10,345.00																
	Task Total - Structural	\$ -		hrs / wk	0	2		7	0	4	0	2	8	0	0	0	6	5
	L&S Engineering	\$ 2,625.00																
	Subconsultant - 02																	
	Subconsultant - 03	_																
	Subconsultant - 04	\$ -																
	TASK 5 Bid Documents (100%)	\$ 19,530.00																

				Admin			Civ	il Engineering						Landsca	pe Architecture			
	Work Task	Total	Total		EF							CDA	ккс			MHR / SJ	HMS	AEG
TASK 6	Bid Administration	Task Cost (\$)	Task Hours	WP	Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
	Bid Package Prep	\$640.00	5.00					2					1			2		
	Pre-bid conference	\$990.00	6.00			2						2	2					
	RFI & Addenda	\$5,365.00	45.00			4		8		8		1	4				10	10
	Bid opening	\$1,230.00	7.00		1	2						2	2					
		\$0.00	0.00															
		\$0.00	0.00															
		\$0.00	0.00															
		\$0.00	0.00															
		\$0.00	0.00															
Total	TASK 6 Bid Administration	\$8,225.00	63.00	0.00	1.00	8.00		10.00	0.00		0.00	5.00	9.00	0.00	0.00	2.00	10.00	10.00
	Hourly Rate			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr
	Task Total - Civil	\$ 3,820.00		\$ -	\$ 240.00 \$	1,440.00		\$ 1,300.00 \$	-	\$ 840.00	\$ -	\$ 825.00 \$	1,350.00	\$ -	\$ -	\$ 230.00	\$ 1,050.00	\$ 950.00
	Task Total - Landscape	\$ 4,405.00																
	Task Total - Structural	\$ -		hrs / wk	0	1		2	0	1	0	1	2	0	0	0	2	2
	L&S Engineering	\$ 273.00																
	Subconsultant - 02																	
	Subconsultant - 03																	
	Subconsultant - 04	\$ -																
	TASK 6 Bid Administration	\$ 8,498.00																

			Admin			Civi	l Engineering						Landsca	pe Architecture	:		
Work Task	Total	Total		EF							CDA	KKC			MHR / SJ	HMS	AEG
TASK 11 Construction Administration	Task Cost (\$)	Task Hours	WP	Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	DLA	SLA	LA2	LA1	LD3	LD2	LD1
Conformed Set	\$3,055.00	27.00			1		2		8			1			5	10	
Start-up Meeting	\$1,440.00	9.00			2						2	5					
Landscape Progress Visits (4)	\$2,460.00	16.00									4	12					
Special Inspections	\$0.00	0.00															
RFI / CO / substitution requests, etc.	\$4,885.00	37.00			2		10					10			15		
Pay Apps, monthly tasks (9 months)	\$750.00	5.00										5					
Punchlists (2) and Closeout Tasks	\$5,390.00	39.00			2		10				2	15			10		
Budget reconciliations	\$1,440.00	9.00			2						2	5					
•	\$0.00	0.00															
Total TASK 11 Construction Administration	\$19,420.00	142.00	0.00	0.00	9.00		22.00	0.00	8.00	0.00	10.00	53.00	0.00	0.00	30.00	10.00	0.00
Hourly Rate			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr
Task Total - Civil	\$ 5,320.00		\$ -	\$ - 5	\$ 1,620.00		\$ 2,860.00 \$	-	\$ 840.00	\$ - \$	1,650.00 \$	7,950.00	\$ -	\$ -	\$ 3,450.00	\$ 1,050.00	\$ -
Task Total - Landscape	\$ 14,100.00																
Task Total - Structural	\$ -		hrs / wk	0	0		0	0	0	0	0	1	0	0	1	0	0
L&S Engineering	\$ 2,047.50																
Subconsultant - 02																	
Subconsultant - 03	-																
Subconsultant - 04	\$ -																
TASK 11 Construction Administration	\$ 21,467.50																

Make Beacon Hill Public Phase II - John Shields Park and Camp Sekani Trailheads

5/2/2023

PROJECT SUMMARY

Basic Services	AHBL Fees	Su	bconsultant Fees	Subtotal
TASK 1 Pre-Design Phase	\$ 11,535	\$	604	\$ 12,139
TASK 2 Schematic Design (30%)	\$ 46,455	\$	2,625	\$ 49,080
TASK 3 Design Development (60%)	\$ 64,840	\$	2,625	\$ 67,465
TASK 4 Construction Documents (90%)	\$ 51,750	\$	2,625	\$ 54,375
TASK 5 Bid Documents (100%)	\$ 16,905	\$	2,625	\$ 19,530
TASK 6 Bid Administration	\$ 8,225	\$	273	\$ 8,498
TASK 7 Geotechnical Review		\$	25,719	\$ 25,719
TASK 8 Environmental Permitting		\$	33,558	\$ 33,558
Basic Design Services Subtotal	\$ 199,710	\$	70,653	\$ 270,363
Other Services (Optional)				
TASK 9 Ped Assessment / Ped Beacons		\$	28,476	\$ 28,476
TASK 10 Interpretive Panel Design / Graphics	\$ 7,500.00			\$ 7,500
TASK 11 Construction Administration	\$19,420.00	\$	2,048	\$ 21,468
Other Services Subtotal				\$ 57,444
	Pro	ject	Total Fees	\$ 327,807
	Reimbursable	Expe	enses Estimate	\$ 3,500
Project Total		\$		331,307

	Project:	Make Beaco	n Hill Phase	II		Date:	28-Apr-23	
Engineering Engineering	AHBL				Job No.			
Engineering Client: By:		Jessica Wag	oner	Fee Proposal:		Electrical		
				Hourly Rates		Licotrical		
Principal \$175.00 Associate	\$140.00	Proj Mgr	\$130.00	Designer	\$110.00	CAD Tech	\$95.00	
Task		Principal	Associate	Proj Mgr	Designer	CAD Tech		
					-			
DESIGN PHASE -								
Initial coordination and project setup		1.0				2.0	\$365.00	
Site investigation		4.0		4.0			\$1,220.00	
Coordination meetings with Owner		2.0					\$350.00	
Coordinate with Power Company to i	move lines	6.0					\$1,050.00	
Coordinate with Power Company (2)	200A	6.0					\$1,050.00	
Site Lighting Shields Park - photome	trics	1.0		4.0			\$695.00	
Site Lighting Camp Sekani Park - ph	otometericx	1.0		4.0			\$695.00	
Construction drawings		1.0		6.0		2.0	\$1,145.00	
30/60/90/100% submittals				2.0		8.0	\$1,020.00	
Cost estimates		4.0					\$700.00	
Specifications		4.0					\$700.00	
Consultant coordination		4.0					\$700.00	
Bid document preparation and coord	ination	1.0		4.0		2.0	\$885.00	
BIDDING PHASE -								
Bid support clarification & coordination	on			2.0			\$260.00	
CONSTRUCTION ADMIN. PHASE -	•							
Submittal reviews				3.0			\$390.00	
Construction progress observations ((3)			6.0			\$780.00	
RFIs				4.0			\$520.00	
Final inspection				2.0			\$260.00	
Misc Expenses		ı		, ,				
Task Totals		35.0		41.0		14.0		
Total Fee							\$12,785.00	

The Commission Building 216 West Pacific Avenue, Suite 211 Spokane, Washington 99204 (509) 747-2179 Fax: (509) 747-2186

Principals: Bradley G. Bergler, PE, Jessica D. Wagoner, PE



Proudly serving the Inland Northwest for over 40 years

Geotechnical Engineering Environmental Engineering Construction Materials Testing Subsurface Exploration Special Inspection

Craig Andersen, PLA, LEED AP AHBL, Inc. 601 W. Main Avenue, Suite 305 Spokane, WA 99201 May 1, 2023 *Revised from April 26, 2023*

Proposal S-23325

Project: Make Beacon Hill Public – Phase 2, Spokane, WA Subject: Proposed Geotechnical Exploration and Analysis

Mr. Andersen,

Thank you for the opportunity to offer geotechnical services.

Project:

We understand improvements to 2 existing trailheads at the base of Beacon Hill are proposed. The locations include John H. Shields Park and Camp Sekani Park on E. Upriver Drive. Improvements include new paved parking areas and bike paths, stormwater drainage swales, portable restrooms, playground areas, and various interpretive signs and kiosks.

Additional information needed to complete a design-level geotechnical engineering report includes anticipated structural and traffic loads, final grade elevations, stormwater infiltration requirements, and locations and heights of retaining walls, if required.

Scope:

We will advance 5 test borings at Shields Park and 3 test borings at Camp Sekani Park (total of 8 borings for both sites) at locations illustrated in the attached *Exploration Plans*. Borings will be advanced to depths ranging from 5 to 25 feet below existing ground surface. The deeper borings will be necessary to evaluate feasibility of utilizing double-depth drywells per guidelines in the *Spokane Regional Stormwater Manual* (SRSM). Split-spoon sampling and penetration resistance tests will be performed at approximately 2.5 to 5-foot intervals. Dynamic cone penetrometer soundings will be performed in proposed paved areas. If rock is encountered in areas of proposed cut, we will core rock and perform unconfined compressive strength tests. A qualified geologist or engineer will log the subsurface conditions.

Laboratory testing will be completed on representative soil samples. Testing may include parameters such as moisture content, Atterberg Limits, gradation, and pH.

We will characterize the subsurface conditions encountered, including:

- Layering (stratification);
- Relative density;
- Soil strength and compressibility;
- Soil texture and classification;
- Risks from expansive and fill soils;
- Soil moisture, capillarity, and groundwater; and,
- Seismic considerations.

1101 North Fancher Rd.
Spokane Valley, WA 99212
Tel: 509.535.8841
Fax: 509.535.9589

We will estimate drywell design outflow rates in accordance with the SRSM, *Appendix 4A – Spokane 200 Method*. We will prepare a report presenting the exploration results along with conclusions and recommendations addressing:

- Site surface preparations, fill placement and materials;
- Slope inclinations for temporary and permanent conditions;
- Seismic design parameters including Site Class and liquefaction susceptibility;
- Stormwater drainage considerations; and,
- Pavement subgrade strength and minimum structural section.

Assumptions:

We assume legal and physical access to the sites will be provided. We will submit a "call before you dig" request. We will not excavate in the vicinity of marked utilities; however, we will not be responsible for improperly located or un-located services. We assume drill cuttings can be spread out on the ground surface.

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review carefully.

We assume relevant information will be provided prior to issuing a report.

Fees:

Fees for these services are illustrated in the attached *Cost Estimate*. The estimate will not be exceeded without your request for additional services. Prices are valid for 90 days.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

Prepared by:

Budinger & Associates, Inc.

Jason Pritzl, LG Lead Geologist

John Finnegan, PE, GE, LHG Senior Geotechnical Engineer and Principal

Attachments

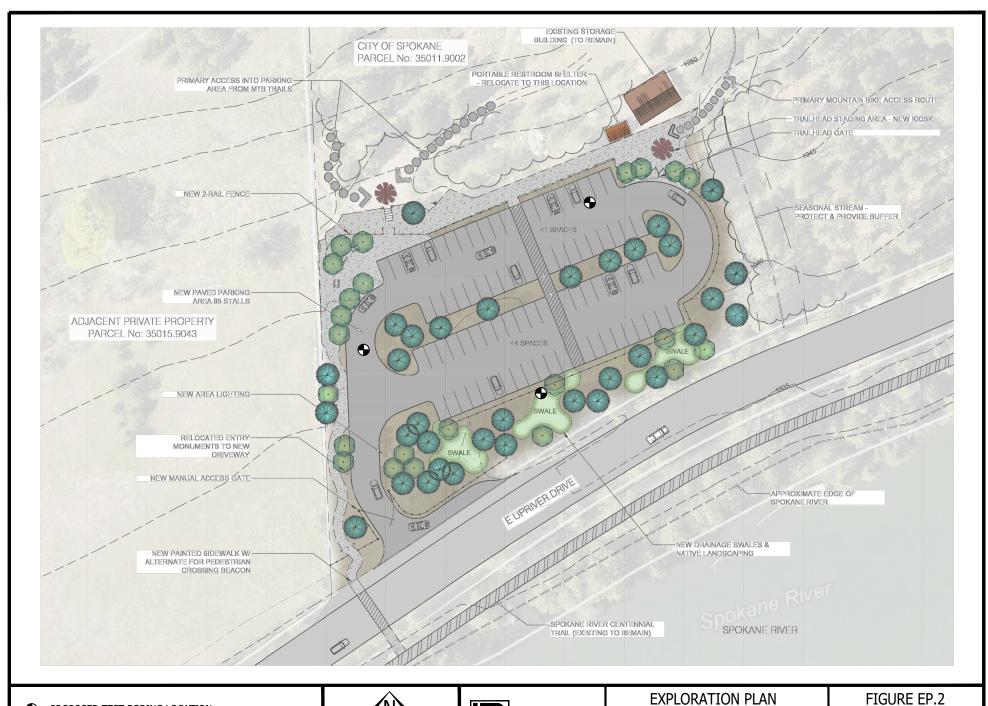
- Exploration Plans
- Cost Estimate
- Important Information about This Geotechnical Proposal

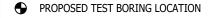


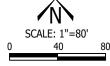
Cost Estimate for Geotechnical Engineering Services

S23325 Make Beacon Hill Public - Phase 2

	Description	Qty	<u>Unit</u>	Unit Price	Total
Labor c					
*	Principal Geotechnical Engineer	14	hours	\$250.00	\$3,500.00
*	Geotechnical Engineer IV	8	hours	\$225.00	\$1,800.00
*	Staff Geologist	40	hours	\$145.00	\$5,800.00
*	Exploration Professional	4	hours	\$145.00	\$580.00
*	Exploration Technician	14	hours	\$125.00	\$1,750.00
*	Exploration Technician	16	hours	\$125.00	\$2,000.00
*	Administrator	8	hours	\$85.00	\$680.00
Equipm	ent & Materials				
*	On-highway support truck	14	hours	\$26.00	\$364.00
*	Geoprobe 7822 DT	10	hours	\$325.00	\$3,250.00
*	Air Rotary Tooling	10	hours	\$65.00	\$650.00
*	Diamond core tooling	6	hours	\$75.00	\$450.00
*	Air Compressor	10	hours	\$50.00	\$500.00
*	DCP equipment	5	hours	\$40.00	\$200.00
*	Bentonite chips 3/8"	10	each	\$15.00	\$150.00
<u>Laborat</u>	<u>ory</u>				
*	Moisture content	8	each	\$25.00	\$200.00
*	рН	4	each	\$40.00	\$160.00
*	Sieve analysis	8	each	\$140.00	\$1,120.00
*	Atterberg Limits	4	each	\$160.00	\$640.00
*	Rock core unconfined compressive strength	4	each	\$175.00	\$700.00
TOTAL	L THIS ESTIMATE*				\$24,494

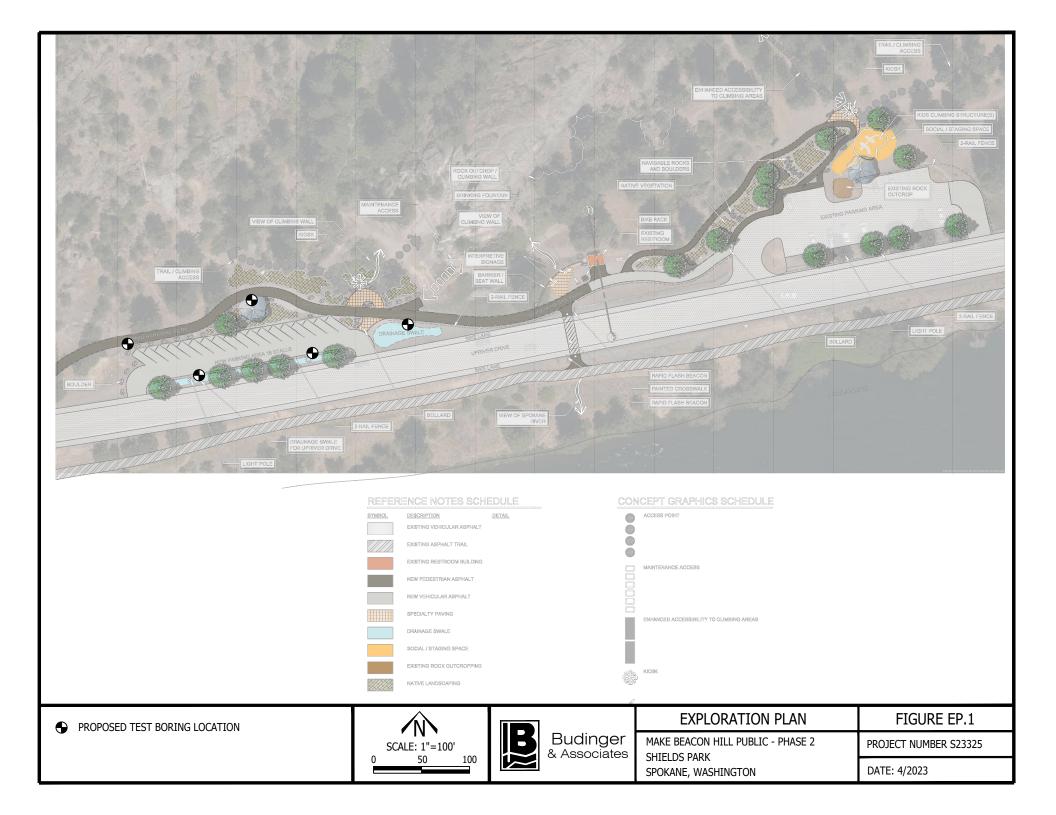








EXPLORATION PLAN	FIGURE EP.2
MAKE BEACON HILL PUBLIC - PHASE 2 CAMP SEKANI PARK	PROJECT NUMBER S23325
SPOKANE, WASHINGTON	DATE: 4/2023



Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. Avoid the problems that can stem from such assumptions by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. Manage your risk. Get involved.

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to anticipate the unexpected. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safe-guard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How? By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are not final, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. An offer to provide construction observation is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project *is not* a mold prevention consultant; *none of the services being offered have been designed or proposed for the purpose of mold prevention*.

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910 Telephone: 301/565-2733 Facsimile: 301/589-2017 e-mail: info@asfe.org www.asfe.org

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Ardurra Estimated OPINION OF FEES Beacon Hill Improvements

Prepared for: Craig Anderson (AHBL) and/or Nick Hamod (City of Spokane)

5/1/2023

Items	DESCRIPTION	TOTAL FEES
1	Project Management / Admin; and, Client Coordination.	\$2,520.00
2	SEPA checklist development and submittal to City/County and/or City and County.	\$3,120.00
3	Develop and submit a combined Habitat Management Plan / Shoreline Impact Assessment (HMP/SIA).	\$13,060.00
4	JARPA development and submittal to City and County for Shoreline Substantial Development Permits [SSDP](2).	\$3,180.00
6	Develop 2 Pedestrian Justification Assessments, including a design decisions matrix, for 2 proposed at-grade pedestrian crossings. From a design perspective, Ardurra will formulate and develop construction plans and essential specifications for 2 enhanced at-grade pedestrian crossings. Each crossing will be developed with ADA compliant designs and include Rectangular Rapid Flashing Beacons (RRFBs) with advanced warning and at-intersection signage and stripping per City and MUTCD standards. It is anticipated the RRFB's will be solar powered, with LED lighting and manual pedestrian actuation. Design iterations will include 60% and 95% plans for City & County reviews. Specifications will be geared to WSDOT 2023 standard specs. The Final (100% Bid Plan Set is anticipated to yield up to 6 sheets (up to 3 per location), with essential details and specifications noted on the plan sheets. Includes an Engineers Cost Opinion. Permitting coordination with regulatory agencies (City and County Planning, WDFW, and DOE). This includes: working with the title company, preping and leading a community	\$10,080.00
7	meeting, and attending one public meeting with the City Hearing Examiner. Travel expenses (mileage @ \$0.655 per mile) + \$800 in estimated title company fees.	\$931.00
		-
	Total Estimated Time and Materials Fees	\$60,011.00
Items	JUSTIFICATION	Estimated Days
1	Provides Project Manager (PM) with 12 hours.	1.50
2	Provides PM with 8 hours and environmental planner with 12 hours.	2.50
3	Provides PM with 36 hours, drafter with 12 hours and environmental planner with 40 hours to development the combined HMP/SIA.	11.00
4	Provides PM with 6 hours and environmental planner with 16 hours for JARPA development and submittals.	2.75
5	Provides 24 hours for Bill White, 24 hours for Larry Frostad, P.E., 72 hours for Alex Jondal, P.E. and 72 hours for Conner Hansen, drafter to complete the Traffic Planning and	24.00
6	Provides PM with 48 hours in coordination time.	6.00
7	\$0.655 per mile for an estimated 200 miles & Title Company Ownership list & radius map.	N/A
City of	Spokane to pay independently the SEPA/SSDP fees.	

Ardurra (formally T-O Engineers)

1717 S. Rustle Street, Suite 201, SPOKANE, WA 99224 (509) 319-2580



Susiness Lookup

License Information:

New search Back to results

Entity name: AHBL, INC.

Business name: AHBL, INC.

Entity type: Profit Corporation

UBI #: 600-130-359

Business ID: 001

Location ID: 0002

Location: Active

Location address: 827 W 1ST AVE

STE 301

SPOKANE WA 99201-3912

Mailing address: 2215 N 30TH ST STE 300

TACOMA WA 98403-3350



Excise tax and reseller permit status: Click here Click here **Secretary of State status: Endorsements Endorsements held at this lo License #** Count **Details Status Expiration da** First issuance Spokane General Business T12057914BL Active Apr-30-2024 Oct-15-2012 Governing People May include governing people not registered with Secretary of State Filter **Governing people Title** BECKER, JOHN CARLSON, WAYNE FIERST, WILLIAM FITZPATRICK, ERICK FOLLANSBEE, DAVID HANSEN, TIM LELAND, KENNETH

Governing people	Title	
MCEACHERN, ANDREW		
NASON, DAVID		
SAWIN, TODD		
TAPP, DOUGLAS		
WEBER, JOHN		
Registered Trade Name	es	
Registered trade names	Status	First issued

Active

AHBL. INC

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/3/2023 9:20:02 AM

May-10-1990



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Spokane Park Board Briefing Paper



• •••	I	
Committee		Committee meeting date: May 3, 2023
Requester	Jennifer Papich	Phone number: 509-363-5420
Type of agenda item	Consent Discussion	Information • Action
Type of contract/agreement	New Renewal/ext. OL	ease OAmendment/change order O0ther
City Clerks file (OPR or policy #)		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal H: Obj. 2 (Partnerships)	Master Plan Priority Tier: Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)		the City of Spokane Valley and the City of Departments Regarding Joint offering of certain
Begin/end dates	Begins: 05/22/2023	Ends: 12/31/2024 06/01/2525
upon Outdoor and Therapeutic Recreation each party shall take registrations for the party the agreed upon programs. Parties will cologistics. Upon course completion Spokan revenue as full compensation for everything	n programs. Each party will adver programs Spokane Valley will reg ommunicate throughout the regist he Valley agrees to pay Spokane ing done under this Agreement. Von the past with success. Benefits Recreation programs, increased	
Motion wording: I move to approve the Inter-local Agreem Recreation Departments Regarding Joint		e Valley and the City of Spokane Parks and program classes
Approvals/signatures outside Parks: If so, who/what department, agency or contained to be a second or contained to	● Yes	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:		Richman, Legal
Fiscal impact: Expenditure Amount:	Revenue Budget code:	
Vendor:	City of Spokane ACH Fo	For new contractors/consultants/vendors orms (for new contractors/consultants/vendors

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE VALLEY AND THE CITY OF SPOKANE BY AND THROUGH ITS PARKS AND RECREATION DEPARTMENT REGARDING JOINT OFFERING OF CERTAIN RECREATIONAL PROGRAM CLASSES

THIS AGREEMENT ("Agreement"), made and entered this ___day of _____, 2023, by and between the City of Spokane, a Washington municipal corporation, by and through its Parks and Recreation Department ("Spokane Parks"), and the City of Spokane Valley, a Washington municipal corporation ("Spokane Valley"), jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions within Title 35 RCW, Spokane Parks and Spokane Valley have the statutory authority to conduct recreational programs; and

WHEREAS, pursuant to the provisions of Chapter 39.34 RCW, two or more public entities may jointly contract between each other to perform functions which each may individually perform; and

WHEREAS, Spokane Valley wishes to collaborate with Spokane Parks in order to make available to Spokane Valley constituents some of the recreational programs offered by Spokane Parks; and

WHEREAS, in this Agreement, the Parties wish to outline their respective roles and responsibilities in this collaboration with regard to registration, supervision, payment, and administration of the recreational programs.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter, the Parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to summarize the terms and conditions upon which the Parties will manage the jointly offered recreational programs described in <u>Exhibit A – Scope of Services</u> (the "Joint Recreational Programs"). This includes the rights and obligations of the Parties under this Agreement.

SECTION 2: TERM

Subject to its other provisions, the period of performance of this Agreement shall commence upon the last date of execution by all Parties and be completed by December 31, 2024 unless terminated sooner as provided herein.

SECTION 3: TERMINATION

Except as otherwise provided in this Agreement, either of the Parties may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

SECTION 4: CONTRACT MANAGEMENT

The Parties hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied:

SPOKANE PARKS AND RECREATION DEPARTMENT:

Director Spokane Parks and Recreation Department Fifth Floor, City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201

CITY OF SPOKANE VALLEY:

City Manager, or designee 10210 E. Sprague Avenue Spokane Valley, WA 99206

Designated main contact:

Director
Spokane Valley Parks and Recreation Department
2426 North Discovery Place
Spokane Valley, WA 99216

SECTION 5: PERFORMANCE

A. The above-designated representatives will meet as needed to decide matters pertaining to the administration of the Joint Recreational Programs listed in Exhibit

- B. The Joint Recreational Programs listed in Exhibit A may be amended, modified, canceled, or added to through the mutual agreement of the above-designated representatives.
- C. Spokane Parks shall provide all equipment, qualified instructors, guides, and transportation as needed for Joint Recreational Programs. Spokane Parks shall be responsible for scheduling facilities and coordinating reservations for the Joint Recreational Programs.
- D. Each Party shall advertise for the programs through their own agencies.
- E. Each Party shall take registrations for the programs. Spokane Valley will register an agreed upon number of participants for the programs in Exhibit A as presently constituted or hereinafter amended. The cost of registration for each participant shall be the same for all registrants of that same program regardless of the Party through whom the participant registers. The Parties will communicate throughout the registration process for program coordination and logistical purposes.
- F. Spokane Valley agrees to pay Spokane Parks 70% of class registration revenue as full compensation for everything done under this Agreement, as set forth in Exhibit A.
- G. Spokane Parks shall be paid after classes have completed upon presentation of an invoice to Spokane Valley from Spokane Parks. Payment shall be sent to the City of Spokane Finance Department at 808 W Spokane falls Blvd, Spokane, WA 99201.

SECTION 6: INDEMNITY & HOLD HARMLESS

Spokane Parks shall defend, indemnify and hold harmless Spokane Valley, its officers, officials, agents, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees in connection with or arising out of the wrongful or negligent acts, errors, or omissions of Spokane Parks relating to or arising out of this Agreement. Spokane Valley shall defend, indemnify and hold harmless Spokane Parks, its officers, officials, agents, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees in in connection with or arising out of the wrongful or negligent acts, errors, or omissions of Spokane Valley relating to or arising out of this Agreement.

SECTION 7: INSURANCE

Each party agrees to procure and maintain for the duration of this agreement, General Liability Insurance with minimum coverage limits in the amount of \$1,000,000 per occurrence and statutory Workers Compensation coverage for their employees & volunteers. Proof of Insurance shall be submitted to each party upon request with a current Certificate of Insurance that names the other parties as Additional Insured. Alternatively, a Party may submit a letter of self-insurance.

SECTION 8: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

SECTION 9: ENTITIES/ PROPERTY

- A. No new entities are created by this Agreement.
- B. No real or personal property will be transferred as part of this Agreement.
- C. No joint board will be created to administer the provisions of this Agreement.

SECTION 10: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by the Agreement. No agent, employee, servant or otherwise of a Party shall be deemed to be an employee, agent, servant, or otherwise of any other Party for any purpose, and the employees of a Party are not entitled to any of the benefits that any other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

SECTION II: RECORDS MAINTENANCE

The Parties shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by all Parties in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by any Party, the Office of the State Auditor, and federal officials so authorized by law. The Parties will retain all books, records, documents, and other material relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the

right to examine any of these materials during this period.

SECTION 12: AGREEMENT TO BE FILED.

Spokane Parks shall file this Agreement with their City Clerk and post it on their internet website. Spokane Valley shall file this Agreement with its City Clerk and shall either file this Agreement with the Spokane County Auditor or post it on its internet website.

SECTION 13: MISCELLANEOUS PROVISIONS

- A. Non-Waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce any Party to sign this Agreement.
- C. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.
- E. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- F. Ratification. By execution of this Agreement, the Parties hereby ratify prior actions of their counterpart with respect to registering participants for the programming outlined in Exhibit A.
- G. Compliance With Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. 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, 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.
- I. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding

regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES

A. PU	JRPOSE	: See	Section	No.	l above.
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- B. **DURATION:** See Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: See Section No. 9 above.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** See Section No. 12 above.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 3 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 5 above.
- I. **CONTRACT ADMINISTRATION.** See Section No. 4 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year set forth herein above.

City of Spokane	City of Spokane Valley				
Director of Parks and Recreation	City Manager				
Attest:	Attest:				
City Clerk	City Clerk				

Approved as to form:	Approved as to form:
Assistant City Attorney	Office of the City Attorney

Exhibit A – Scope of Services

Summer 2023 descriptions:

Outdoor Recreation Partnership:

Wildflower Walks with Transportation

Spring is a wonderful time of year when the land around us takes a big, deep breath after a long Winter's slumber. We have a wonderful series of hikes planned with beginner, novice, and intermediate difficulties. There should be 2-3 different types of flowers blooming during any of the journeys listed below and gorgeous views of the surrounding area as our world wakes up and shows off its beauty! Attendees should wear sturdy footwear and be ready for changing weather conditions. Each trip is led by two guides and transportation is provided from in-town meeting locations. All three hikes leave from the headquarters of Spokane Valley Parks & Recreation where multiple bus routes can deliver you to meet the guides and be whisked away for a wonderful adventure. New this year, we have two hikes which are sponsored by The Rocket Bakery so you can start off the morning with delicious drip coffee and an assortment of yummy baked goods! For each activity, the fee includes guides, transportation, and trekking poles. Any minors must register with an adult participant.

James T. Slavin Conservation Area

1 day | Ages 15+ | In partnership with Spokane Valley Parks & Recreation | Sponsored by The Rocket Bakery

Hike time: 3 hours | Terrain: mostly flat | Mileage: 3.5 - 5.5. Join us for an Earth Day hike in the biologically diverse James T. Slavin Conservation Area. This trail system boasts a variety of habitat types including ponds, upland pine and fir forests, wetlands, and grassy meadows. Its 628 acres is home to 121 species of birds! This area is relatively flat; we will hike at a comfortable pace depending on the group. Meet at CenterPlace Regional Event Center, 2426 N Discovery Pl, Spokane Valley

McKenzie Conservation Area

1 day | Ages 15+ | In partnership with Spokane Valley Parks & Recreation Hike time: 3 hours | Terrain: Moderate up and downhill; ~250ft elevation gain/loss | Mileage: 3 – 4.5 Join us for a hike in this beautiful conservation property along Newman Lake. This is a moderate 2–3-mile hike with an occasional steep hill. We'll travel through a forest of western red cedars, firs and pine trees as we travel to Turtle Rock to take in the majestic views of the lake, meadows, Mount Spokane, and surrounding areas. Meet at CenterPlace Regional Event Center, 2426 N Discovery Pl, Spokane Valley.

Canfield Gulch with Transportation

1 day | Ages 15+ | In partnership with Spokane Valley Parks & Recreation | Sponsored by The Rocket Bakery

Hike time: 3.5 hours | Terrain: Moderately Strenuous ~700ft elevation gain/loss | Mileage: 3 - 4

This moderate ramble leads you around the shoulder of Antoine Peak past slopes of coniferous forests and an historic fire pond. Antoine Peak Conservation Area provides unique recreational opportunities, protects the region's large mammal habitats, and preserves a critical wildlife corridor that connects the Spokane River Valley with Mount Spokane State Park. Meet at CenterPlace Regional Event Center,

2426 N Discovery Pl, Spokane Valley.

Therapeutic Recreation Program Partnership:

TRS Biking Program

Enjoy Spokane's natural beauty by bicycle. Participants need to be in physical condition and ride a bike safely. Make sure your bike is in good working order and helmet fits well. Meet at Mirabeau Point Park Trailhead, 13500 Mirabeau Parkway, Spokane Valley.

TRS Paint & Taste

1 day I Ages 14+ do you like paining and apple cider? Make a masterpiece of your very own while enjoying sipping on cider. No painting experience required.

Spokane Park Board Briefing Paper



Committee	Riverfront Park	nt Park Committee Committee meeting date : May 9, 2023						
Requester	Nick Hamad			Phone number: 50	09.363.	5452		
Type of agenda item	Consent	Discussion		○ Information		Action		
Type of contract/agreement	New OR	enewal/ext. Ol	_ease	OAmendment/change	e order	Other		
City Clerks file (OPR or policy #)								
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K. Objec	tive 1		er Plan Priority Tier: /1-175)	N/A			
Item title: (Use exact language noted on the agenda)	KPFF Consulting Engineers contract / Riverfront Park South Suspension Bridge Construction Engineering Support (\$74,626.72, non-taxable service)							
Begin/end dates	Begins: 04/26/	2023	Ends:	07/01/2024	0	6/01/2525		
Background/history: Contract with KPFF Consulting En engineer of record for the Riverfros submittal review, responses to cord for bridge steel components, and record for the Riverfros submittal review, responses to cord	nt Park South htractor RFI's,	Suspension I periodic proje	Bridge	e project. Services ir	nclude			
Motion wording: Motion to approve KPFF Consulting Engineering support contract in the amount of the Approvals/signatures outside Parks:				outh Suspension Bridge	constru	uction		
If so, who/what department, agency or co			_					
Name: Aaron Olson	Email addres	s: Aaron.Olson@	kpff.c	om Phone:	206.622	2.5822		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:								
Fiscal impact: Expenditure	Revenue							
Amount: \$74626.72		Budget code: 1950-54920-9	4000-5	6311				
Vendor: • Existing vendor	New vend	dor						
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 578-063-612 Business license exp	ity of Spokane		orms (f	contractors/consultants/v or new contractors/consultation in	tants/ve			

City	/ Clerk's	OPR	



City of Spokane

Parks and Recreation Department

CONSULTANT AGREEMENT

Title: ENGINEERING CONSTRUCTION SUPPORT FOR RIVERFRONT PARK SUSPENSION BRIDGE

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Engineering Construction Support for the Riverfront Park Suspension Bridge Renovation; and

WHEREAS, the Consultant was selected through the MRSC A&E Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 26, 2023, and ends on July 1, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon execution of this contract. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's April 25, 2023 Scope of Work and Fee Summary which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant 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 Consultant's progress.

4. COMPENSATION.

Compensation under this time and materials Agreement shall not exceed **SEVENTY-FOUR THOUSAND SIX HUNDRED TWENTY-SIX AND 72/100 DOLLARS (\$74,626.72)**, excluding applicable tax, in accordance with Consultant's Fee Summary in Exhibit B, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

ARTICLE I - DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS (Page 8 of 39)

• Recipients must also adhere to the Department of the Interior Standard Terms and Conditions located at https://www.doi.gov/grants/doi-standard-terms-and-conditions (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts* <u>are not</u> required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 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 forty-five (45) 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. DEBARMENT AND SUSPENSION.

The Consultant 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.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed

by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY/PUBLIC RECORDS.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. 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 sixty (60) 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 sixty (60) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs based on no 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.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be

reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KPFF CONSULTING ENGINEERS, INC.	CITY OF SPOKANE
By	By
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments: Exhibit A – Certificate Regardi	ing Debarment

23-092

Exhibit B – Consultant's April 25, 2023 Scope of Work and Fee Summary

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

EXHIBIT B

April 25, 2023 Exhibit A-1 Scope of Work

Riverfront Park Suspension Bridge Renovation Construction Support Services

PROJECT DESCRIPTION

Avista Corporation (Avista) on behalf of the City of Spokane (City) had previously contracted KPFF Consulting Engineers (KPFF) to perform the design of repairs and renovations to the Riverfront Park Bridge North and South Suspension Pedestrian Bridges. The project consists of repairs to the South Suspension bridge including concrete deck replacement, steel repairs, bridge railing retrofits, drainage improvements, lighting upgrades, and concrete vault lid replacement.

The project will be advertised for construction in late 2022 or early 2023 with Contractor mobilization expected in Fall 2022 or early Summer 2023. The project construction is expected to be complete by Fall 2023.

It is anticipated that this project shall be billed on a Time and Materials Basis Not to Exceed the total fees estimated.

PROJECT OBJECTIVES

This scope of work is to provide the following:

Construction Management and Administration

PROJECT TEAM

The project team includes:

Owner & Construction Manager City of Spokane

Prime Consultant KPFF Consulting Engineers (KPFF)

Structural Engineering KPFF
Civil Engineering KPFF

Electrical & Lighting Design

Trindera/Century West Engineering

TASK NO. 1.0 – CONSTRUCTION SUPPORT SERVICES

Task No. 1.1 – Coordination with City

KPFF and Trindera/Century West will coordinate with the City during the construction phase to discuss project issues, schedule, and progress as needed. The City will collect and disseminate information, submittals, RFIs and contractor requests for the team and coordinate schedules and inspections for the design team staff.

Task 1.2 - Submittal Review & Response

KPFF and Trindera/Century West will review and respond to submittals received during construction. Below is a list of submittals of anticipated structural submittals that will be reviewed by KPFF:

- 1. Demolition Plan
 - a. Type 2E Working Drawings
 - i.Demolition procedures
 - ii.Work Platform
 - iii.Containment
 - b. Type 1 Working Drawings
 - i.Steel Cleaning
- 2. Concrete Class 4000D
 - a. Mix Design
 - b. Formwork/Falsework
 - c. Request for Approval of Materials (RAM) Aggregate, Cement, Compliance Certifications, Material Test Certs
- Rebar
 - a. Shop Drawings
 - b. RAMs Compliance Certs, Mill Certs
- 4. Stay-In-Place Forms
 - a. Shop Drawings
 - b. RAM Steel certs, galvanizing
- 5. Steel Repairs
 - a. Shop Drawings
 - b. RAMS welder certs, mill certs
- 6. Deck Drains
 - a. RAM drain type
- 7. Pedestrian Railing Retrofit
 - a. Shop Drawings
 - b. RAMs Compliance Certs, Mill Certs, Welder Quals, Cable Components
- 8. Expansion Joints

- a. Shop Drawings (Steel & Expansion Joint)
- b. RAMs Compliance Certs, Mill Certs, Welder Quals
- 9. Vault Lids (Uplight Bracket, Tower Collar, Edge Beam, Manhole)
 - a. Shop Drawings
 - b. RAMs Compliance Certs, Mill Certs
- Resin Bonded Anchors
 - a. RAM Epoxy, Anchor Material Certs
- 11. Bridge Supported Utilities
 - a. Shop Drawings
 - b. RAMs Fiberglass Conduit, hanger components
- 12. Tower Repair Grout
 - a. RAMs Grout, Bolt mill certs, epoxy resin
- 13. Bridge Closure Gate
 - a. Shop Drawing
 - b. RAMs Fence fabric, tension wire assembly, paint, mill certs, compliance certs
- 14. Drainage Scupper & Trench Drains
 - a. Shop Drawings incl. Coring
 - b. RAMs

Trindera/Century West will review up to eight (8) electrical and/or lighting related submittals.

Assumptions

 The City will collect and distribute submittals and responses to/from the Contractor.

Deliverables

Review and response of submittals (PDF)

Task 1.3 - Request for Information (RFI) Review & Response

KPFF and Trindera/Century West will review and respond to RFIs received during construction. Below is the total number of RFIs to be reviewed by each firm:

- KPFF 15
- Trindera/Century West 5

Assumptions

 The City will collect and distribute RFIs and responses to/from the Contractor

Deliverables

Review and response to RFIs (PDF)

Task 1.4 – Meetings, Site Visits & Punchlist Walkthroughs

KPFF and Trindera/Century West will attend meetings, perform site visits (as needed) and participate in punchlist walkthroughs during the construction phase of the project. Below is the total number of assumed meetings, site visits and punchlist walkthroughs:

Meetings:

- o KPFF 10
- Trindera/Century West 4

Site Visits:

- **KPFF** 6
- Trindera/Century West 4

Punchlist Walkthroughs:

- **KPFF** 2
- Trindera/Century West 2

<u>Assumptions</u>

- The City will coordinate and schedule meetings with the design team and the Contractor.
- Meetings are assumed to last one (1) hour and will occur via teleconference or phone.
- Site visits will occur on an as-needed basis and will be coordinated by the City. Travel for KPFF Seattle engineers is included for up to four (4) site visits. All other site visits will be performed by KPFF Spokane engineers.
- Assume one (1) weekly meeting for the 1st project construction month and one (1) meeting per month thereafter. Total duration is seven months.

<u>Deliverables</u>

- Attendance to meetings, site visits and punchlist walkthroughs.
- Punchlist items (PDF)

Task 1.5 - Special Structural Inspection

KPFF bridge engineers will inspect the South Bridge following the removal of the bridge deck and existing conduits. The purpose of the inspection is to determine the extent of the structural deterioration and provide specific direction to the Contractor in terms of the extent and type of steel repairs. If necessary, KPFF will provide updated repair details to supplement those already contained within the design drawings. These repair details will be stamped and sealed by the KPFF EOR.

Results of the inspection and recommended repairs will be summarized in a brief technical memo which will be provided to the City.

<u>Deliverables</u>

- Special structural inspection
- Technical memo summarizing inspection findings
- Additional repair details, as needed. (PDF)

Task No. 1.6 - Record Drawings

As-built redlines will be provided to KPFF and Trindera/Century West from the City and Contractor after completion of construction. These redlines will be used to create Record Drawings. The Record Drawings will be prepared in accordance with the City's requirements and will not contain the stamp and seal of the engineer.

Assumptions

 The City will compile a complete red-line set of the Contractor's record drawings and distribute to the design team

Deliverables

- Draft Record Drawings (PDF)
- Final Record Drawings (PDF)

Exhibit D-1

KPFF Consulting Engineers Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement Riverfront Park Bridge Renovation - Construction Support Services

Classification	Total Hours	X		Rate		Cost
Principal	0.00	X	\$	76.93	=	\$ -
Project Manager	78.00	_ X	\$	64.62	=	\$ 5,040.36
Senior Engineer	184.00	_ X	\$	60.99	=	\$ 11,222.16
Design Engineer	94.00	_ X	\$	38.00	=	\$ 3,572.00
CADD Technician	16.00	_ X	\$	54.00	=	\$ 864.00
Admin	0.00	_ X	\$	36.35	=	\$ -
Title 7	0.00	_ X	\$	-	=	\$ -
Title 8	0.00	_ X	\$	-	=	\$ -
Title 9	0.00	_ X	\$	-	=	\$ -
Title 10	0.00	_ X	\$	-	=	\$ -
Title 11	0.00	_ X	\$	-	=	\$ -
Title 12	0.00	_ X	\$	-	=	\$ -
Title 13	0.00	_ X	\$	-	=	\$ -
Title 14	0.00	_ X	\$	-	=	\$ -
Title 15	0.00	_ X	\$	-	=	\$ -
Title 16	0.00	_ X	\$	-	=	\$ -
Title 17	0.00	_ X	\$	-	=	\$ -
Title 18	0.00	_ X	\$	-	=	\$ -
Title 19	0.00	_ X	\$	-	=	\$ -
Title 20	0.00	_ X	\$	-	=	\$ -
			Total	Direct Labor		\$ 20,698.52
Overhead (OH) Cost						
OH Rate x DSC of	144.97%	_ X	\$	20,698.52	=	\$ 30,006.64
Fixed Fee (FF)						
FF Rate x DSC of	30.00%	_ X	\$	20,698.52	=	\$ 6,209.56
		Dir	ect La	bor Subtotal		\$ 56,914.72
Reimbursable Items						
Mileage	(## Miles x \$0.5	85/mi	le)			\$ _
Airfare	8 trips @ \$400					\$ 3,200.00
Per Diem	(Hotel + Meals			trips)	in .	\$ 1,060.00
Subcontract	(Sub Name & T	_		- 1 - 7		\$ -
(Blank)	(Allowance)					\$
(2.13.11.7)	()			Subtotal	ı	\$ 4,260.00
F						
Subconsultant Total:						\$13,452.00
GRAND TOTAL:						\$74,626.72

April 26, 2	023			KPFF	Consulting Eng	jineers			KPFF
	ont Park Bridge Renovation - Construction ort Services	Principal	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Admin	Title 20	
Item	SCOPE OF WORK	\$76.93	\$64.62	\$60.99	\$38.00	\$54.00	\$36.35	\$0.00	2.7497
	Reimbursables:								
1	CONSTRUCTION SUPPORT SERVICES								
1.10	Coordination With City		8	8					\$2,763
1.20	Submittal Review & Response		4	50	36				\$12,858
1.30	Request for Information (RFI) Review & Response		4	60	28	8			\$14,887
1.40	Meetings, Site Visits & Punchlist Walkthroughs		60	20					\$14,015
1.50	Special Structural Inspection		:	38	30				\$9,507
1.60	Record Drawings		2	8		8			\$2,885
	Labor Subtotal:	0	78	184	94	16	0	0	\$56,915
	Reimbursables:			***************************************		A	***************************************		\$3,060
Labor Sum: 0 78 184 94 16 0 0						\$56,915			
Reimbursable Sum:						\$3,060			
	TOTAL:								\$59,975



Exhibit D-1

Century West

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Classification	Total Hours	X	Rate		Rate		=		Cost
SR ENG	60.00	X	\$	174.00	=	\$	10,440.00		
SR DFT	22.00	_ X	\$	127.00	=	\$	2,794.00		
PC/ADMIN	2.00	_ X	\$	109.00	=	\$	218.00		
Title 4	0.00	_ X	\$	_	=	\$	-		
Title 5	0.00	_ X	\$	_	=	\$	-		
Title 6	0.00	_ X	\$	-	=	\$	-		
Title 7	0.00	_ X	\$	-	=	\$	-		
Title 8	0.00	_ X	\$	-	=	\$	-		
Title 9	0.00	_ X	\$	-	=	\$	-		
Title 10	0.00	_ X	\$	_	=	\$	-		
Title 11	0.00	_ X	\$	-	=	\$	-		
Title 12	0.00	_ X	\$	-	=	\$	-		
Title 13	0.00	_ X	\$	-	=	\$	-		
Title 14	0.00	_ X	\$	-	=	\$	-		
Title 15	0.00	_ X	\$	_	=	\$	-		
Title 16	0.00	_ X	\$	-	=	\$	-		
Title 17	0.00	_ X	\$	-	=	\$	-		
Title 18	0.00	_ X	\$	-	=	\$	-		
Title 19	0.00	_ X	\$	-	=	\$	-		
Title 20	0.00	_ X	\$	-	=	\$	-		
		_	Total D	irect Labor		\$	13,452.00		
Overhead (OH) Cost							_		
OH Rate x DSC of	0.00%	_ X	\$13	3,452.00	=	\$			
Fixed Fee (FF)									
FF Rate x DSC of	0.00%	_ X	\$13	3,452.00	=	\$			
		Dire	ect Lab	or Subtotal		\$	13,452.00		
Reimbursable Items									
Mileage	(## Miles x \$0.5	85/mil	le)			\$	-		
Airfare	(Allowance)					\$	-		
Per Diem	(Hotel + Meals	Meals @ \$#.## x # trips)					-		
Subcontract	(Sub Name & T	ask)				\$	-		
(Blank)	(Allowance)					\$	-		
				Subtotal		\$	-		
GRAND TOTAL:							\$13,452.00		

		1			-
April 26, 2	023		Century West		TD
	ont Park Bridge Renovation - Construction	SR ENG	SR DFT	PC/ADMIN	
Suppo	rt Services				
Item	SCOPE OF WORK	\$174.00	\$127.00	\$109.00	1.0000
	Reimbursables:				
1	CONSTRUCTION SUPPORT SERVICES				
1.10	Coordination With City	3		1	\$631
1.20	Submittal Review & Response	33	2	1	\$6,105
1.30	Request for Information (RFI) Review & Response				
1.40	Meetings, Site Visits & Punchlist Walkthroughs				
1.50	Special Structural Inspection				
1.60	Record Drawings				
	Labor Subtotal:	36	2	2	\$6,736
	Reimbursables:				
	Labor Sum:	36	2	2	\$6,736
	Reimbursable Sum:				\$0
	TOTAL:				\$6,736



Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee Committee meeting date: May 8, 2023		
Requester	Amy Lindsey Phone number: 509-209-6956		509-209-6956
Type of agenda item	Consent ODiscussion	on Onformation	Action
Type of contract/agreement	New Renewal/ext.	Lease OAmendment/char	nge order Other
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy	Revenue sources and funding	ng Master Plan Priority Tier	Partnerships
(Click HERE for link to adopted plan)		(pg. 171-175)	
Item title: (Use exact language noted on	Levy Premium Foodservice contract / Spokane Pavilion concessions and		
the agenda)	park-wide catering services		
Begin/end dates	Begins: 05/11/2023	Ends: 12/31/2028	06/01/2525
Background/history:			
Pursuant to RFP 5793-22 - Riverfront Park Concessionaire Services, the selection committee elected to award Levy Premium Foodservice the rights to exclusively market, sell and provide food and			
beverage services at Riverfront Park's Spokane Pavilion and exclusively market, sell and provide			
catering services for special events in designated event and meeting spaces at the Spokane Pavilion,			
Numerica Skate Ribbon and Looff Carrousel. Additionally, Levy will non-exclusively market, sell and			
provide Catering Services for special events at Riverfront Park outdoor venues.			
			_
Motion wording:			
Move to approve a new agreement with Levy Premium Foodservice for the Spokane Pavilion concession services and			
park-wide catering.			
Approvals/signatures outside Parks: Yes No			
If so, who/what department, agency or company: Levy Premium Foodservice Name: Rob Ellis Email address: rellis@levyrestaurants.com Phone: 404-456-8456			
Distribution:			
Parks – Accounting	jmoog@spokanecity.org rellis@levyrestaurants.com		
Parks – Sarah Deatrich	Tellis@levyresiaurants.com		
Requester: Amy Lindsey			
Grant Management Department/Name:			
Fiscal impact: C Expenditure	Revenue		
Amount:	Budget code		
\$800,000	1400-54354	1-76901-36282	
Vendor:	New vendor		
Supporting documents:			
✓ Quotes/solicitation (RFP, RFQ, RFB)		9 (for new contractors/consultants	
Contractor is on the City's A&E Roster - C ✓ UBI: 602-587-692 Business license exp		H Forms (for new contractors/consurance Certificate (min. \$1 million	sultants/vendors in General Liability)

City Clerk's No.	
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City of Spokane

REVENUE AGREEMENT

Title: LEVY PREMIUM FOODSERVICE LIMITED
PARTNERSHIP - EXCLUSIVE & NON-EXCLUSIVE
CONCESSIONAIRE & CATERING SERVICES
FOR CITY OF SPOKANE'S RIVERFRONT PARK

This Agreement is made and entered into by and between the

City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane Falls Blvd., Spokane, WA, 99201, as ("City") and **Levy Premium Foodservice Limited Partnership,** whose address is 980 N Michigan Avenue, Suite 400, Chicago, IL, 60611, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane desires to receive Concessionaire & Catering Services in and for its Riverfront Park; and,

WHEREAS, the "Contractor" shall <u>exclusively</u> market, sell, and provide Catering services for special events at the Spokane Pavilion, Looff Carrousel, and Numerica Skate Ribbon in Riverfront Park; and,

WHEREAS, the "Contractor" shall <u>exclusively</u> market, sell, and provide Concession services in Riverfront Parks' Spokane Pavilion; and,

WHEREAS, the "Contractor" shall <u>non-exclusively</u> market, sell and provide Catering Services at Riverfront Park's outdoor venues as approved by City;

WHEREAS, the Contractor shall engage Glover Mansion, LLC, or other third party, to provide Catering services at the Spokane Pavilion, Looff Carrousel, and Numerica Skate Ribbon in Riverfront Park;

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

1. TERM OF AGREEMENT / RENEWAL

The initial term of this Agreement is for Five (5) years to begin upon date of signature and run through December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. For purposes of this Agreement, the term "Contract Year" shall mean the twelve (12) month period commencing on January 1, and expiring on the

next ensuing December 31, with exception of the initial contract year, which shall commence on the date of signature and expire on December 31, 2023. After second Contract Year, both parties will reevaluate the terms of the deal and renegotiate the terms, in good faith, if deemed appropriate. This Agreement may be renewed, upon mutual agreement, for one (1) additional two (2) year term.

2. TIME OF BEGINNING AND COMPLETION

The Contractor shall begin the work outlined in the "Scope of Work" upon the date of signature. The City will acknowledge in writing when the Works are complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. DEFINITIONS

Catering – Shall mean the provision of food and drink service at fixed or portable stands, operated by the Contractor or third-party providers, for special events requested by private citizens, park event clients and partners.

Concessions – Shall mean the provision of food and drink service at fixed or portable stands operated by the Contractor or third-party providers, whether through fixed or portable stands, including but not limited to, waitperson service, roving vendors, snack bars or other delivery means, excluding vending machines.

4. Fees and Investment

- a. <u>Management Fee</u>. As reimbursement to Contractor for providing the management services described in this Agreement, Contractor shall be reimbursed, and shall retain, Fifty Thousand and 00/100 Dollars (\$50,000.00) each Contract Year (the "Management Fee"). The Management Fee shall be reimbursed to, and retained by, Contractor on a month-by-month basis, throughout the duration of the Term. The Management Fee shall increase annually by the increase in the Consumer Price Index Spokane Urban Wage Earners and Clerical Workers prepared by the Bureau of Labor Statistics for the preceding 12-month period using 2023 as the baseline.
- b. Incentive Fee. In addition to the Management Fee, Contractor shall retain two percent (2%) of all Gross Receipts (as defined below) if and when Gross Receipts exceed **One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000)** in any Contract Year ("Incentive Fee"). The Incentive Fee shall be calculated on the increment and is not retroactive to the first dollar.
- c. <u>Capital Investment.</u> Contractor hereby agrees to invest **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** in the food and beverage areas including but not limited to the pre-opening costs or transition costs and

to generate incremental revenue at the Pavilion ("Capital Investment"). The Capital Investment will be amortized on a straight line basis over the Term once the Capital Investment is made, and any unamortized portion shall be refunded to Contractor as a pre-condition to the effectiveness of termination of this Agreement for any permissible reason as provided herein. City hereby formally acknowledges and agrees that, except for the Capital Investment, City shall be responsible for delivering to Contractor a "turnkey" facility, and paying all costs, fees and expenses incurred in connection with the development, design, construction, fixturing, equipping and finishing the Pavilion, including, but not limited to, the concession and catering facilities at the Pavilion (collectively, the "City's Investment"). Contractor will provide City with draft Capital Investment plan for review and pre-approval. Equipment and small wares that are purchased using Capital Investment funds will become property of the City.

d. Pre-Opening Expenses. "Pre-Opening Expenses" means all reasonable City approved pre-opening expenses ("Pre-Opening Expenses") generated in connection with the opening of the food and beverage areas at Riverfront Park, including, but not limited to, all of the costs, expenses, and fees incurred; (i) to procure all required licenses and permits to conduct the services; (ii) to recruit, hire, and train employees of the food and beverage areas prior to opening; (iii) to purchase equipment and assets necessary to prepare the food and beverage areas for opening; and (iv) any and all reasonable, mutually agreed upon expenses incurred prior to the date of signature. All Pre-Opening items and equipment will be retained and become the property of the City. Any Pre-Opening Expenses not covered by the Capital Investment shall be treated as an Expense of operations.

5. Definition of Gross Receipts and Net Receipts; Split of Net Receipt; Expense Allocation

- a. <u>Definition of Gross Receipts</u>. As used in this Agreement, the term "Gross Receipts" shall mean the total gross revenues actually collected from patrons including service charges in respect of food and beverage sales and services by Contractor at the Riverfront Park, including the net amount received by Contractor from subcontractors; provided, however, Gross Receipts shall not include any city, county, state or federal use, excise or similar tax imposed on the sale or use of the food and beverage items collected and paid to applicable taxing authorities by Contractor, credit card fees, amounts not received from bad debts, discounted sales, and gratuities.
- b. <u>Definition of Net Receipts</u>. As used in this Agreement, the term "Net Receipts" shall mean the Gross Receipts, minus (i) the items specifically identified elsewhere in this Agreement as being "Expenses" or reimbursable out of, or chargeable against, Gross Receipts, and (ii) the items listed below

(the items listed below, together with the items referred to in clause (i) of this subparagraph (b) being hereinafter collectively referred to as the "Expenses"):

- (A) The actual cost to prepare and serve all food and beverage items sold in Riverfront Park, together with the actual cost of all serving dishes, serving pieces, containers, plates, silverware, glassware, cooking utensils, napkins, table linens and other similar items relating to the sale of Food and Beverage Items (hereinafter collectively referred to as the "Ancillary Items");
- (B) Office and administration expenses including related solely to this Agreement, but not limited to, the cost of office supplies, postage, computer software, network connections, information systems infrastructure, telephone service, accounting and reporting, together with all payroll costs, including reasonable fringe benefits, payroll taxes, employee benefits, payroll administration expenses, worker's compensation, operations-related legal services and costs, recruiting and relocation costs and related costs and expenses pertaining to all of Contractors and its affiliates (Contractor's parents, subsidiaries, and entities under common ownership with Contractor) employees engaged in the performance of the scope of work solely at Riverfront Park.;
- (C) Costs of repairs and maintenance (but not including costs incurred for additions to, or replacements or modifications of) any element of the foodservice facilities. Maintenance costs and repairs must be pre-approved by City;
- (D) Costs incurred for pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies;
- (E) Insurance costs incurred by Contractor in connection with providing the insurance required pursuant to this Agreement;
- (F) Any amounts paid by Contractor in respect of claims relating to the operations ("Deductibles Payments"), which claims would have been covered under the insurance policies approved by City but for the deductibles under such policies, whether such Deductibles Payments occur during or after the Term;
- (G) Cost of uniforms for all of Contractor's employees and the costs of laundering all such uniforms;
- (H) The cost of governmental charges, such as the cost of obtaining and maintaining all necessary or required licenses;

- (I) All pre-opening expenses, not covered by the Capital Investment, generated in connection with the opening of the food and beverage areas, including, but not limited to, all of the costs, expenses and fees incurred (i) in the case of Contractor, (ii) to procure all required licenses and permits to conduct the operations, (iii) to establish and document the relationship between City and Contractor, (iv) if applicable, to establish and document the relationship between Contractor and any union(s) representing the employees that will work in the foodservice facilities, (v) to recruit, hire, and train employees prior to opening, (vi) to market and promote the Riverfront Park, it being understood and agreed that marketing and promotional expenses include, but shall not necessarily be limited to, pre-opening promotional or training events, and (vii) all non-local leadership team travel and other reasonable out of pocket expenses to prepare the operations for opening;
- (J) Reasonable reserves to cover anticipated funding or cash requirements established by Contractor and approved by City, in City's reasonable discretion;
- (K) Payment of installments of the Management Fee pursuant to Section 4.a. above;
- (L) Any uncollectible amounts from the operations, including, without limitation, uncollectibles from credit/debit card activity, provided that Contractor agrees to exercise good faith reasonable and diligent collection efforts;
 - (M) Amortization expense of Contractor's Capital Investment;
 - (N) Incentive Fee, if any; and
- (O) Any other costs actually and reasonably incurred by Manager in connection with the operations.
- c. Operating Deficits. It is expressly understood and agreed that (i) Contractor is only providing management services to and for the City and, accordingly, under no circumstances shall Contractor ever be obligated to fund any portion of any operating deficits or "negative cash flow" from the operations (i.e. the amounts by which Expenses for any period exceed Gross Receipts for such period), and (ii) the term "Expenses" shall not include any payments of principal or interest which City is required to pay on indebtedness relating to the construction, renovation, modification or ownership of Riverfront Park or any portion thereof.
- d. <u>Split of Net Receipts</u>. City and Contractor hereby acknowledge and agree that positive annual Net Receipts from the operations shall be split on the following basis: City shall receive one-hundred (100%) of Net Receipts, and

Contractor shall receive zero percent (0%) of Net Receipts. Contractor will provide a detailed profit and loss statement, in a format approved by City, accompanied by the profit split payment within fifteen (15) business days after each calendar month.

6. SCOPE OF WORK

A. CONCESSION SERVICES:

SPOKANE PAVILION:

The Contractor shall provide exclusive Food and Beverage Concession Services for all scheduled events at the Spokane Pavilion, but not less than twelve (12) events, excluding select blackout dates, including move-in and move-out periods as required by park management. Food and beverage Concession services shall include, at a minimum, advance preparation of concession areas; hiring and scheduling of all necessary staff, purchase of food products and both non-alcoholic and alcoholic beverages; operation during the hours specified by the City; ongoing housekeeping services within a 10-foot radius of concession areas during operating hours; and equipment removal, cleanup and restoration of concession areas to the conditions reasonably established by The City. Concession services will be provided on an event-by-event basis and will not exceed thirty (30) consecutive days. For City-produced community engagement events, Contractor will be provided the first right of refusal to provide Concession services.

B. <u>CATERING SERVICES:</u>

SPOKANE PAVILION, LOOFF CARROUSEL & NUMERICAN SKATE RIBBON:

- Contractor will, at its discretion, engage a third party ("Third-Party) to provide services for certain private catered events held at the Pavilion and that all alcohol for such events will be provided by Contractor and sold under Contractor's liquor license.
- 2. The Contractor shall use commercially reasonable efforts to ensure the Third Party provides Catering services at the Spokane Pavilion, Looff Carrousel and Numerica Skate Ribbon, including but not limited to advance sales, hiring and scheduling of all required staff; all necessary food and non-alcoholic beverage purchasing, preparation and service operations; delivery of all catered services; and cleanup and restoration of service areas to the conditions reasonably established by The City.
- 3. The Contractor shall use commercially reasonable efforts to ensure the Third Party manages and operates a Catering program that successfully markets and operates full food and beverage services for meetings, receptions, VIP functions, banquets and related functions. Such services will be branded as Riverfront Spokane.

- 4. The Contractor shall integrate the Catering program with the Concessions program to the greatest extent commercially practical with innovative offerings of local and fresh products, local/regional/national branded product offerings as appropriate.
- 5. The Contractor shall use commercially reasonable efforts to ensure the Third Party provides specialized services including but not limited to:
 - a) The provision of food and beverage services to Spokane Pavilion and Riverfront Park meeting rooms and licensed event organizer management offices used by Riverfront Spokane Customers. Services may range from snacks to elaborate catered meals. These services will require constant attention from the Contractor for re-supply and freshness purposes, and may require immediate removal of services at specific times determined by the Customer and/or The City;
 - b) In conjunction with the City sales and event staff, the Contractor shall use commercially reasonable efforts to ensure the Third Party actively sells and markets Catering services to booked and potential Spokane Pavilion and Riverfront Park Customers. The sales and marketing activities shall include developing a menu, selling appropriate food and beverage services, and placing a link to the Contractor's active point-of-sale portal on the City's designated website(s).
 - c) Internal meetings that include food, beverages or potlucks for Park & Recreational meetings may be supplied outside of Contractor's exclusivity agreement.

C. ALCOHOLIC BEVERAGES

- a) Liquor Law Compliance The privilege to sell alcoholic beverages shall be subject to the provision of all laws of the State of Washington applicable to the sale for liquor, wine and beer. Contractor will be responsible for obtaining all necessary licenses for the sale of such beverages. The final decision as to whether or not alcoholic beverages may be sold at an event or in any designated area of the Pavilion shall be the sole discretion of the City. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor.
- b) The Contractor will be solely responsible for complying with all industry standard food safety procedures and for any health issues arising from the service of food by Contractor or any of its employees or agents.
- c) Contractor, shall be solely responsible for the determination of brands, quantities, pricing, shelving and display for sale of any and all alcoholic beverages that Contractor may buy or sell at the Pavilion. Nothing contained in this Agreement is intended in any way to diminish Contractor's discretion and responsibility relating to the service of alcoholic beverages at the Pavilion, including without limitation, Contractor's sole discretion and sole responsibility for the decision to serve or refuse service of alcoholic beverages to any individual. Contractor acknowledges and agrees that City and its affiliates require all retailers, distributors/wholesalers and distillers/brewers of alcoholic beverages (each an "Industry Member") that City and its affiliates conduct business with, including, but not limited to, Contractor, to

strictly comply with all local, state and federal, laws and regulations, which may be applicable to the Contractor and the purchase, marketing, promotion, advertising and sale of alcoholic beverages, including, but not limited to: Title 27 of the Federal Alcohol Administration Act (Title 27 of the United States Code) and Title 27 of the Code of Federal Regulations, and other related provisions governing "intoxicating liquors" (collectively, "Alcohol Laws"). City further agrees that it shall not require as a condition for the continuation of this Agreement or exercise an early termination rights or failure to renew, Contractor to engage in conduct, which Contractor believes would be in violation of Alcohol Laws. Further, City and its affiliates shall not conduct business with any Industry Member in violation of the Alcohol Laws.

d) City shall be exclusively responsible for providing adequate security throughout the Pavilion. The Contractor shall be responsible for keeping the Contractor's areas secure. Contractor will provide adequate alcohol service staff as an Expense, while the City will be responsible for providing trained security personnel during the Spokane Pavilion music events that comply with the Washington Liquor and Cannabis board mandatory requirements per attendee. Contractor and City shall meet prior to each event to ensure the appropriate number alcohol service staff and enforcement security are scheduled.

7. BLACK OUT DATES

The City shall have thirteen (13) event days per year for non-exclusive concessionaire use (blackout days) at the Spokane Pavilion in which City or City-approved event organizer may select alternative vendors; food and beverage service providers to include alcohol sales and service as allowed by the Washington State Liquor and Cannabis Board. For avoidance of doubt, the provision of food and beverage services for park events in which an organization or individual rents an outdoor venue for a public community event, or City produced event, is outside the scope of this Agreement. Park event organizer may select alternative food and beverage service providers provided that the event does not take place at the Spokane Pavilion.

8. HOURS OF OPERATION

Contractor recognizes that seasonal changeovers, park construction and other building modifications may impact food and beverage operations. City shall provide reasonable notice to Contractor of any seasonal changeovers, park construction, and other building modifications that may impact food and beverage operations and make best efforts to avoid service interruptions.

9. TRAINING

a) The Contractor shall train and closely supervise each Contractor employee and use best efforts to ensure Third-Party trains and closely supervises each Third-Party employee so that both Contractor's employees and Third-Party employees

- know, understand and comply always with the high standards of cleanliness, courtesy and service required by The City.
- b) The Contractor shall ensure that its employees are trained and maintain current certifications (if required) in customer service, alcohol serving and awareness, cashiering, food merchandising, banquet service, workplace safety, First Aid, substance abuse recognition, emergency response, and other disciplines generally required for the provision of food and beverage services. Contractor shall use best efforts to ensure Third-Party employees are trained and maintain current certifications (if required) in customer service, alcohol serving and awareness, cashiering, food merchandising, banquet service, workplace safety, First Aid, substance abuse recognition, emergency response, and other disciplines generally required for the provision of food and beverage services
- c) The Contractor and Third-Party shall comply and participate in city administrated emergency training and drills.

10. EQUIPMENT AND MAINTENANCE

- a) The City owns and maintains the basic concession equipment permanently located at Riverfront Park. City will provide Contractor use without charge; provided, however, that the City equipment shall remain the property of the City.
- b) Contractor shall provide for the preventative maintenance of city-provided Equipment as required, and per manufacture requirements, for the normal operations of the Contractor (e.g. hood cleaning, condensers, oil filters); the cost of and expense of such maintenance will be considered an Expense.
- c) As it relates to Concessions, the Contractor shall provide janitorial, sanitation and maintenance services in its food and beverage service locations after each use to the reasonable satisfaction of the City. As it relates to Catering, Contractor shall use best efforts to ensure Third-Party provides janitorial, sanitation and maintenance services in its food and beverage service locations after each use to the reasonable satisfaction of the City.
- d) The location of any and all portable concession cart sites and storage spaces shall be approved by Director of Riverfront Park; provided, however, that Contractor shall acquire no rights to the location of such sites or spaces, it being understood by the parties that the City reserves the right to require Contractor to eliminate or relocate such sites and spaces and/or to relocate or remove items and equipment from storage spaces to accommodate event requirements.
- e) The Contractor shall provide the repair and maintenance of all uniforms, small-wares and equipment during the Term of the Contract, the cost of which shall be an Expense. All uniforms will be branded with Riverfront Spokane or Spokane Pavilion logo. If any furniture, fixtures, or equipment needs to be repaired more than twice in any Contract Year, then such item shall be replaced at City's expense.

- f) City owned equipment may not be removed, relocated or discarded without written permission of the City. If Contractor desires to relocate or install additional equipment for use in the food/service areas of the facilities, Contractor shall obtain the prior written approval of the same from the City.
- g) Title to all food service equipment and assets, including such that are purchased pursuant to the Capital Investment or otherwise allowable as an Expense under this Agreement, shall be owned and vested in City, except for computers, other proprietary items of Contractor, and such items specifically called out in writing prior to use by Contractor (e.g. chef knives, smallwares, and other Contractor procured cooking or food service accessories) that have not been purchased with Capital Investment outlined in Section 4.
- h) Any signage used to display product information and pricing shall be maintained in good and working order. All signage must be preapproved prior to installation and shall not conflict with any sponsorship arrangement entered into by City and shall be expressly used to advertise a product for sale at the location that the sign is being displayed.
- i) If and when major pieces of equipment need to be replaced, any remaining Capital Investment funds may be used for replacement upon written mutual agreement between the parties. If the Capital Investment funds are exhausted, the replacement of equipment shall be at the City's expense
- j) In the event that Contractor refuses or neglects to make the routine repairs and maintenance, to the extent Contractor is obligated to do so under this Agreement, or if City is required to make any repair necessitated by the negligent acts or omissions of Contractor, its employees, agents, servants, or licensees, City shall have the right to make such repairs on behalf of or for the Contractor. In the event that the City shall make such repairs, such work shall be reimbursed by Contractor.
- k) Contractor will develop recommended footprint for portable concessions equipment/sales in Riverfront Park for City review and approval.
- I) Trash Services The City will be responsible for emptying of the trash and recycling receptacles. Contractor will be responsible for removal of trash and recycling materials from concession and dining areas within City Facilities and for bringing them to City-designated collection sites. Contractor will also be responsible for grease disposal and routine grease trap cleaning.

11. <u>UTILITIES</u>

a) The City shall furnish, at no cost for consumption, all electric, gas, internet (as available per infrastructure and City IT regulations), water and drainage utilities necessary for food service operations. Contractor shall make best efforts to practice prudent energy management satisfactory to City management. The Contractor may connect standard household electrical connectors into existing standard electrical wall outlets. City shall pay the appropriate Service Contractor for any temporary service connections required for Food and Beverage Services.

- b) City will provide contractor with telephone service per City rules and regulations.
- c) City shall not be liable or responsible for any failure to furnish utility services, weather occasioned by strike or other work stoppage; federal, state or local government action; breakdown or failure of apparatus, equipment or machinery deployed in supplying the said services; any temporary stoppage for the repairs, improvements or enlargement thereof or any act or conditions beyond its reasonable control. To the extent City is responsible for securing the Pavilion, City shall be responsible for any goods, products or equipment stored at Riverfront Park. However, City will not be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.
- d) City will provide Contractor password protected WiFi credentials for event operation and POS credit card machines when available.

12. PAVILION CONCERT OPERATIONS

- a) When concert production provider uses Contractor for a private party in which backstage catering is required (e.g. feeding artists, production staff, etc.) at any Music Event, as outlined in City's agreement with concert production provider, Contractor shall provide food and beverage services at cost plus ten percent (10%). If concert production provider chooses to use a different contractor for either of the purposes described in this paragraph, concert production provider shall pay a ten percent (10%) service charge for doing so.
- b) In compliance with Washington laws related to the sale and distribution of alcoholic beverages, only the Contractor may order, service and sell alcoholic beverages.
- c) In the event of changing conditions at the Pavilion (including but not limited to cessation of Pavilion concert operations, attendance changes falling below historical values, or disruption in operation) for reasons outside of Contractor's reasonable control, the parties shall re-negotiate the financial terms of this agreement. If the parties are unable to agree upon alternate financial terms within thirty (30) days, Contractor may terminate this Agreement for cause effective upon 30 days' written notice.

13. MARKETING & SPONSORSHIP

- a. Contractor and the City shall work in cooperation toward a mutually agreed upon purpose of marketing and promotion of event spaces in Riverfront Park at the Spokane Pavilion, Skate Ribbon and Looff Carrousel facilities.
- b. Marketing efforts shall include on-site promotions, brochures, direct mailings, newsletters, social media, PR, networking and outreach, web and email campaigns, trade show booths and paid advertisements.

- c. Contractor shall brand activities "Riverfront Spokane" or "Spokane Pavilion" to the extent possible that Contractor activity and employees are indistinguishable from City staff.
- d. Sponsorship and Advertising The City retains all sponsorship and advertising rights in City Facilities. Contractor will support the sale of sponsorbranded products and mutually agreed upon activations as outlined in City sponsorship agreements. Notwithstanding the foregoing, City will ensure that such sponsorship agreements do not impair the quality of the food and beverage Items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Contractor's pricing or what Contractor would normally pay through its own distributors for comparable items of similar size and quality). City and Contractor agree that they will not compromise the quality of the food and beverage Items served in Concessions and Catering in order to secure a sponsorship. In the event City's current sponsorship agreement or if the City decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Contractor incurs, then Contractor reserves the right to pass along any increased costs to guests through increased menu prices. In order for Contractor to provide City with high quality food and beverage items and in order for Contractor to maintain the high standards of operations that it requires, Contractor shall purchase inventory, equipment, and services from various sellers and vendors selected by Contractor in its sole discretion (each, a "Vendor"). Purchases from Vendors shall be made under such terms Contractor deems acceptable in its sole discretion ("Vendor Terms"). All Vendor Terms are the exclusive obligations and property of Contractor. City does not have any liability under, or any right to benefit from, any Vendor Terms, and no Vendor Terms will reduce or otherwise affect the amount or performance of City's obligations. Contractor covenants that the Vendor Terms will not: (i) impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service), or (ii) increase the costs for such items (as compared to the Contractor's pricing for comparable items of similar size served at other similar venues in which Contractor or its affiliates provides food and beverage service). The foregoing shall be in accordance with any applicable federal, state, or local statute, law code, regulation, or ordinance.

14. <u>ADDITIONAL SERVICES & DETAILS</u>

- a) The Contractor shall comply with all recycling rules, regulations, policies and procedures of the City and/or appropriate governmental bodies, including the City of Spokane or Riverfront sustainability action plan. The Contractor shall make best efforts to utilize recyclable or compostable disposable plates, cutlery and cups for all Concessions Sales and Services. To the extent possible, Contractor shall also assist City in advancing sustainability goals by educating consumers about waste disposal and properly labeling receptacles.
- b) The Contractor shall identify local products and vendors to utilize throughout Riverfront Park whenever possible.
- c) The Contractor shall present every year for the City's review and approval its written proposal for menu, portions and pricing for the upcoming Fiscal Year, provided, however (A) City shall not unreasonably withhold, condition or delay its approval of such menus, portions and prices and (B) in the event that City fails to deliver to Contractor within fifteen (15) days after submission of such menus, portions and prices, written approval or denial, such submitted menus, portions and prices shall be deemed approved.
- d) Contractor may use Contractor supplied POS system, the cost of which will be considered an Expense.
- e) Operations Observations City shall have the right to observe any transaction or transactions between Contractor and the public involving any sales authorized hereunder for the purposes of determining the quality and quantities of food, beverages and facilities offered to the public, the prices charged therefor and the accountability of the Gross Receipts received therefrom. City shall also have the right to make any and all examinations, tests, measurements, weighing, etc. as it may desire of all materials, food and supplies in Contractor's possession and to be sold by Contractor, in order to determine their quality and quantity.
- f) Facilities Inspections City shall have the right at any time and as often as the Director considers necessary to inspect the Locations and places of operation of Contractor and to advise Contractor of the existence of any conditions which the Director determines to be unsafe, unsanitary or detrimental to the public or the operation of the City Venues. Contractor agrees to correct all such conditions promptly after notice. All such conditions will be corrected within at least 24 hours or if conditions cannot be corrected within 24 hours, Contractor shall take reasonable steps towards correcting such conditions with 24 hours from notification.
- g) Right of Entry Reserved City, through its agents and/or employees, representatives, and contractors, shall have the continual right to enter upon and under all portions of the Riverfront Park to inspect the same, to observe the performance of Contractor of its obligations under this Agreement, to conduct inspections and/or audits, and to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which City may be obligated or has the right to do under this Agreement

- or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of City under this Agreement.
- h) At the request of the City, to the extent permitted by law, Contractor may offer sponsorship giveaways and/or samples to guests shall be limited to 2 oz. liquid and 4 oz. food portions. Exceptions may be made for major event sponsors (e.g. presenting or tour sponsors) upon request by City.

15. RECORD KEEPING AND ACCOUNTABILITY

The Contractor shall submit the following regular accounting reports:

- a) A monthly POS report for each Event, summarizing customer pricing; sales by location; total inventory sales; total register sales; and cash overages and shortages;
- b) A monthly revenue and payment report, in a format approved by the City, for each Accounting Period;
- c) Detailed revenue reports for each Event held in the previous month;
- d) Post event food and beverage sales reports for Music Events in the Spokane Pavilion to be used for artist settlement.
- e) Annual Reports Contractor shall furnish to City a true and accurate, financial statement of Gross Receipts. The financial statement shall contain and include (without limitation) a breakdown of Gross Receipts. Such statement shall be furnished for every Contract Year in which business was transacted under this Agreement during the whole or any part of the year. At City's sole discretion, and at City's sole cost and expense, City may conduct a review of Contractor's books and records with respect to the financial statements related to Gross Receipts through City's Auditor or by hiring an independent CPA through the City's Auditor or an independent third party agreed to by the parties in which additional reports and supporting receipts may be requested.
- f) Proof of Purchase Contractor shall retain and, upon request and to the extent practical, furnish to the City all reasonable proof of purchases for all food service equipment and assets procured under this Agreement.

16. TAXES, FEES AND LICENSES

- a) Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permits, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- b) The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be an Expense.
- c) As an independent contractor, Contractor acknowledges that it is solely responsible for payment of any local, state, or federal taxes or fees with respect to Contractor's business activities under this Agreement. Contractor shall pay any applicable taxes

related to its use and occupancy of City property, including but not limited to the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Contractor to show that it falls within a legal exemption to this tax. For purposes of this Agreement, the tax shall be 12.84 percent of the Commissions paid to the City by Contractor under this Agreement.

17. CITY OF SPOKANE BUSINESS LICENSE

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Subcontractors will be required to provide a lien waiver for work performed on City equipment and for any service provided to support Contractor's food and beverage services outlined in this Agreement. It will be responsibility of the Contractor to collect and record such waivers. Failure to collect waivers will not bind the City and will fall on the Contractor remedy. Copies of all Subcontractor invoices that are rebilled to the City are required.

18. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION

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

19. MUTUAL INDEMNIFICATION

The Contractor shall indemnify, defend and hold the City harmless from and against any and all claims, demands, damages, or expenses, of any nature whatsoever, including attorneys' fees, caused by or arising directly from any negligent or willfully wrongful act, error, or omission of Contractor, or any of its officers, directors, partners, member, Contractors, agents, subcontractors, invitees or employees including volunteers; and/or any occupational injury or illness sustained by an employee, volunteer, or agent of Contractor in furtherance of Contractor's services hereunder, and/or any failure of Contractor to perform its services hereunder in accordance with the highest generally accepted professional standards, and/or any breach of Contractor's representations as

set forth herein, and/or any other failure of Contractor to comply with the obligation on its part to be performed hereunder.

Contractor's obligation to indemnify the City includes an obligation to indemnify for losses resulting from death or injury to Contractor's employees, and Contractor accordingly hereby waives any and all immunities it now has or hereafter may have under any Industrial Insurance Act, or other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. The City likewise agrees to indemnify the Contractor with respect to any claim, loss or damage to the extent caused by the act or omission of the City or the City's employees, agents or contractors' and the City likewise waives its immunities under any Industrial Insurance Act or other workers' compensation, disability benefit or other similar act as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of City employees. This provision has been specifically negotiated.

City's Initials	Contractor's Initials	

In case any action or proceeding is brought against the City or the Contractor by reason of any claim, for which the other party owes a duty of indemnity, the indemnitor shall defend the same at the indemnitor's expense, by counsel approved in writing by the indemnitee. Contractor, as a material part of the consideration to the City, hereby assumes all risk of and waives any claims Contractor might have against the City in respect to damage to property or injury to persons in, upon or about the Pavilion and surrounding City property from any cause whatsoever, except to the extent caused by the City's negligence, or the negligence of the City's employees, agents or contractors.

20. INSURANCE

During the Term of the Agreement, the Contractor shall maintain the following insurance coverage:

- 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 with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are included as additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Umbrella Liability Insurance with a minimum of \$1,000,000; and

- c. **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- b) There shall be no cancellation of the insurance coverage(s) without thirty (30) days written notice from the Contractor to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall include the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, and the thirty (30) day cancellation provision. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

22. AUDIT

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

23. KEY PERSONS

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

All Food and Beverage Services employees shall be employees of the Contractor, and not of the City. The Contractor shall be an independent contractor, and the Contract shall not in any way create or form a partnership or joint venture with the City.

24. ASSIGNMENT AND SUBCONTRACTING

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

25. TERMINATION

If any one or more of the following shall occur, the City may at its option terminate this Agreement by sending written notice of termination, by registered or certified mail, to Contractor at its address set forth herein, which notice shall be deemed given when received.

- Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answering seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof.
- A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency laws or statured shall be filed against Contractor and shall not be discussed or stayed within thirty (30) calendar days after the filing thereof.
- 3. Interests or rights of Contractor shall be transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with our as a result of any bankruptcy, insolvency, trusteeship or liquidation.
- 4. Contractor shall become a corporation in dissolution.
- 5. Contractor shall voluntarily discontinue its operation at Riverfront Park.
- 6. Contractor loses its liquor license.
- 7. City shall determine in its sole and absolute discretion that the Riverfront Park shall be closed or abandoned.
- 8. In the event Contractor shall fail to perform or, improperly performs any of its obligations hereunder ("Non-performance"), then City shall have the right to provide Contractor with a notice of default which shall set forth specifically the Non-performance. Contractor shall have thirty (30) calendar days from the date of receipt of such notice, except as provided below, within which to correct the Non-performance. Should Contractor cure the Non-performance within the thirty (30) calendar day period, it shall notify City in writing of such cure. In the event the Non-performance is not cured within such thirty (30) calendar day period, City may then terminate this Agreement by giving Contractor fifteen (15) calendar days' written notice of its decision to do so which notice shall specify the exact date of termination. Such termination notice shall not extend further the cure period

afforded to Contractor. Notwithstanding the foregoing, if the Non-performance cannot be cured through the exercise of reasonable diligence within the thirty (30) day period, then such thirty (30) day period shall be extended to a time as is reasonable to cure the Non-performance, provided Contractor has proceeded and is continuing to proceed in a diligent and reasonable manner to cure. Contractor shall, if the Non-performance cannot be cured within the thirty (30) day time period through the exercise of reasonable diligence so advise City in writing and also provide its best estimate of when such Non-performance will be cured and shall further advise City of such cure when accomplished.

Notwithstanding the above, either party may terminate the Agreement for convenience upon ninety (90) days' written notice to the other.

Upon termination of this Agreement for any reason whatsoever, City hereby agrees, as a condition precedent to such termination, to pay Contractor, in a single lump sum payment, (i) the unamortized value of the Capital Investment plus, (ii) any undisputed amounts owed to Contractor by the City; (iii) a reasonable price (based upon fair market value) for the value of the equipment and smallwares that may be used by a subsequent foodservice contractor and (iv) an amount equal to the cost of Contractor for all food, beverage, and supply inventory on hand if reasonably priced and usable by the next concessionaire.

26. STANDARD OF PERFORMANCE

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional companies performing the same or similar services at the time the services under this Agreement are performed.

27. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS

Original documents, receipts, reports or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

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

28. ANTI KICK-BACK.

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

29. INFORMATION TECHNOLOGY SYSTEMS

In connection with the services provided hereunder, Contractor may elect to operate certain information technology systems not owned by City ("Contractor Systems"), which may, upon approval of the City, connect to or interface with City's internet access, networks, software, or information technology systems ("City Systems"). Contractor will be solely responsible for all Contractor Systems, and assumes the risk and responsibility (including loss, damages, and expenses) when connection is made to the City Systems. The City, pursuant to its discretion, will employ security and privacy protections that are reasonable under the circumstances. If Contractor serves as the merchant-of-record for credit or debit card transactions in connection with the services provided hereunder, Contractor shall be responsible for complying with applicable laws, regulations and payment card (industry data security standards) related to the protection of cardholder data ("Data Protection Rules"). If Contractor Systems connect to or interface with City Systems, the City will (following sixty (60) days written notice) implement, at City's expense, changes to the City Systems that Contractor reasonably requests and the Parties believe are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules.

30. MISCELLANEOUS PROVISIONS

- a) **Amendments/Modifications**: This Agreement may only be modified by a written instrument signed by both parties..
- b) The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.
- c) This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- d) **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- e) **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- f) Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- g) Attorney Fees: In any action, except for mediation, brought under this Agreement, the prevailing party shall be entitled to recover in addition to any other amounts

- awarded, its reasonable attorney fees and costs of actions as determined by the court with jurisdiction over the subject matter of the dispute.
- h) **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- i) Notice: Any notice required or permitted to be given under this Agreement by either party to the other shall be in writing and delivered in person, by express delivery, or by U.S. Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

City:	City of Spokane 808 West Spokane Falls Blvd. Spokane, WA, 99201 Attn:
Contractor:	Levy Premium Foodservice Limited Partnership

980 N Michigan Ave. Chicago, Illinois 60611

Attn: Andrew J. Lansing, CEO

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

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

LEVY PREMI LIMITED PAR	UM FOODSERVICE RTERSHIP	CITY OF SPOKANE				
By	Doto	By	Data			
Signature	Date	Signature	Date			
Type or Print I	Name	Type or Print N	lame			
Title		Title				
XXX-XXX-XXX	With / a					
WA LIRI No	City of Spokane Business					

PROFIT AND LOSS PROJECTIONS

PROFIT AND LOSS PROJECTIONS SPOKANE PAVILION

	YEAR 1	% of Sales	YEAR 2	% of Sales	YEAR 3	% of Sales	YEAR 4	% of Sales	YEAR 5	% of Sales
Concessions	\$540,000		\$567,000		\$595,350		\$625,118		\$656,373	
Total Sales	\$540,000	-	\$567,000		\$595,350		\$625,118		\$656,373	
Net Subcontractor	\$86,000		\$90,300		\$94,815		\$99,556		\$104,534	
Other Income	\$0	_	\$0		\$0		\$0		\$0	
Total Revenue	\$626,000	-	\$657,300		\$690,165		\$724,673		\$760,907	
Cost of Sales	\$85,590	15.9%	\$89,870	15.9%	\$94,363	15.9%	\$99,081	15.9%	\$104,035	15.9%
Hourly Labor	\$81,000	15.0%	\$85,050	15.0%	\$89,303	15.0%	\$93,768	15.0%	\$98,456	15.0%
Management Labor	\$110,000	20.4%	\$113,300	20.0%	\$116,699	19.6%	\$120,200	19.2%	\$123,806	18.9%
Payroll Taxes & Benefits	\$66,323	12.3%	\$68,875	12.1%	\$71,532	12.0%	\$74,298	11.9%	\$77,178	11.8%
Total Payroll Expenses	\$257,323	47.7%	\$267,225	47.1%	\$277,533	46.6%	\$288,266	46.1%	\$299,440	45.6%
Other Operating Expenses	\$67,435	12.5%	\$70,307	12.4%	\$73,322	12.3%	\$76,488	12.2%	\$79,812	12.2%
Operating Profits	\$215,652	39.9%	\$229,899	40.5%	\$244,947	41.1%	\$260,839	41.7%	\$277,619	42.3%
Management Fee	\$50,000	9.3%	\$51,500	9.1%	\$53,045	8.9%	\$54,636	8.7%	\$56,275	8.6%
Amortization Expense	\$15,000	2.8%	\$15,000	2.6%	\$15,000	2.5%	\$15,000	2.4%	\$15,000	2.3%
Remaining Profits to Share	\$150,652	27.9%	\$163,399	28.8%	\$176,902	29.7%	\$191,202	30.6%	\$206,344	31.4%
Profit to Spokane (100%)	\$150,652	27.9%	\$163,399	28.8%	\$176,902	29.7%	\$191,202	30.6%	\$206,344	31.4%

- 1. Our proposal assumes Levy is provided a turn-key facility throughout the term.
- 2. Gross Receipts shall refer to the total amount of money received by Levy in conjunction with the operations excluding sales and other taxes, credit card fees, amounts not received from bad debts, discounted sales, and gratuities.
- 3. The Management Fee shall increase annually by CPI.
- 4. Net Receipts shall refer to Gross Receipts less all applicable operating expenses including, but not limited to, the Management Fee, Incentive Fee and amortization of the Capital Investment.
- 5. The Capital Investment shall amortize on a straight-line basis over the Term and the unamortized portion shall be reimbursed to Levy in the event of termination for any reason.



Susiness Lookup

License Information:

New search Back to results

Entity name: LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

Business name: LEVY AT SPOKANE RIVERFRONT

Entity type: Limited Partnership

UBI #: 602-587-692

Business ID: 001

Location ID: 0013

Location: Active

Location address: 574 N HOWARD ST

SPOKANE WA 99201-0820

Mailing address: 980 N MICHIGAN AVE

STE 400

CHICAGO IL 60611-4518



Click here **Excise tax and reseller permit status: Secretary of State status:** Click here **Endorsements Endorsements held at this lo License # Details Expiration da** First issuance Count **Status** Pending Catering 430123 Apr-30-2024 Spokane General Business Active Apr-30-2024 Apr-20-2023 **Sports Entertainment** 430123 Pending Apr-30-2024 **Facility** Governing People May include governing people not registered with Secretary of State **Governing people** Title LEVY GP CORPORATION LEVY RESTAURANT LP **Registered Trade Names** Filter **Registered trade names** First issued **Status CHENEY STADIUM** Active Dec-29-2011

Registered trade names	Status	First issued
KEY ARENA	Active	Oct-13-2010
LEVY AT CENTURYLINK FIELD	Active	Aug-05-2020
LEVY AT KEY ARENA	Active	Feb-14-2017
LEVY AT SPOKANE CONVENTION CENTER	Active	Oct-12-2020
LEVY AT SPOKANE RIVERFRONT	Active	Apr-20-2023
LEVY AT SPOKANE VETERANS MEMORIAL ARENA	Active	Oct-12-2020
LEVY AT THE PODIUM	Active	Apr-28-2021
LEVY RESTAURANTS	Active	Mar-03-2006
LEVY RESTAURANTS AT VILLAGE ROADSHOW GOLD CLASS CINEMAS	Active	Dec-23-2008
LINE & LURE RESTAURANT	Active	Mar-02-2017
MICHAEL JORDAN'S STEAK HOUSE	Active	Mar-01-2017
WOODLAND PARK ZOO	Active	Oct-15-2018

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/8/2023 3:01:58 PM

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