



## Spokane Park Board Agenda

3:30 p.m. Thursday, March 13, 2025

In-person in City Hall Council Chambers and  
Webex virtual meeting

Call in: 408-418-9388

Access code: **2491 796 2386**

### Park Board Members

Jennifer Ogden – President  
Gerry Sperling – Vice President  
Garrett Jones – Secretary  
Greta Gilman  
Sally Lodato  
Bob Anderson  
Barb Richey  
Hannah Kitz  
Kevin Brownlee  
Doug Kelley  
Lindsey Shaw  
Jonathan Bingle – City Council liaison

### Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
  - A. Administrative/committee-level items:
    - 1) February 13, 2025, regular Park Board meeting minutes
    - 2) Claims – February 2024
    - 3) A1 Tree Service, LLC - Tree Equity Spokane - On Call/As Needed Tree Pruning Contract - NTE \$400,000.00, contingent on available funding – Amber Ramirez
    - 4) Bluebird Tree Care Inc - Tree Equity Spokane - On Call/As Needed Tree Pruning Contract - NTE \$400,000.00, contingent upon available funding – Amber Ramirez
    - 5) Delk Management, LLC - Tree Equity Spokane - On-Call/As Needed Tree Pruning Contract - NTE \$400,000, contingent upon available funding – Amber Ramirez
    - 6) The F.A. Bartlett Tree Expert Company -Tree Equity Spokane - On Call/As Needed Tree Pruning - NTE \$400,000, contingent upon available funding – Amber Ramirez
    - 7) Romtec, Inc. / Make Beacon Hill Public Phase 2 Restroom Building Purchase (\$124,618.00 plus tax) – Berry Ellison
    - 8) AHBL, Inc. / Make Beacon Hill Public Phase 2 A&E Amendment #3 (\$29,080.00 plus tax) – Nick Hamad

- 9) [Place Landscape Architecture / Meadowglen Park Phase 1 A&E Amendment #3](#) (\$150,000.00 plus applicable taxes) – Berry Ellison
- 10) [Zetin Contractors / Downriver Golf Course Cart Path Renovation Phase 1 Amendment #2](#) (\$45,091.84 + tax) – Nick Hamad

5. **Special guests:**

A. None

6. Financial report and budget update: Rich Lentz

- A. [2024 Year-end financial report](#)
- B. [February 2025 financial report](#)

7. **Special discussion/action items:**

A. Special discussion items:

- 1) Parks levy and partnership update – Garrett Jones

B. Special action items: None

8. **Committee reports – action items:**

**Urban Forestry Tree Committee:** March 4, 2025 – Kevin Brownlee

A. Action items: Four of four action items were presented on the consent agenda.

**Land Committee:** March 5, 2025 – Greta Gilman

A. Action items: Three of three action items were presented on the consent agenda.

**Recreation Committee:** March 5, 2025 – Sally Lodato

A. Action items: None

**Riverfront Park Committee:** March 10, 2025 – Gerry Sperling

A. Action items:

- 1) [Spokane Pavilion Naming Rights Agreement](#) – Jonathan Moog

**Golf Committee:** March 11, 2025 – Barb Richey

A. Action items: The action item was presented on the consent agenda.

**Finance Committee:** March 11, 2025 – Bob Anderson

A. Action items: None

**Development & Volunteer Committee:** March 12, 2025 – Jennifer Ogden

A. Action items: None

9. **Reports:**

A. President: Jennifer Ogden

B. Liaisons:

- 1) Conservation Futures – Doug Kelley
- 2) Parks Foundation – Barb Richey
- 3) City Council – Jonathan Bingle

C. Director: Garrett Jones

## 10. Executive session

- A. None

## Correspondence

- A. Letters/emails:
  - 1) [Jessica Deri re: Pavilion naming rights](#)
  - 2) [Abilynn Raetz re: Pavilion naming rights](#)

## 12. Adjournment

## 13. Meeting dates:

- A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. April 1, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. April 2, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Recreation Committee: 2:15 p.m. April 2, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Riverfront Park Committee: 4:00 p.m. April 7, 2025, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. April 8, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Finance Committee: 3:00 p.m. April 8, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. May 7, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

- B. Park Board: 3:30 p.m. April 10, 2025, Council Chambers, lower-level City Hall, and virtually via Webex

- C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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

accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [m\\_lowmaster@spokanecity.org](mailto:m_lowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management 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  
FEBRUARY 2025 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - MARCH 13, 2025**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	945,614.90
MAINTENANCE & OPERATIONS	\$	1,972,709.52
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	435,253.14

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
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**GOLF:**

SALARIES & WAGES	\$	121,705.69
MAINTENANCE & OPERATIONS	\$	807,129.83
CAPITAL OUTLAY	\$	49,526.10
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b><u>4,331,939.18</u></b>





**CITY OF SPOKANE**  
**PARKS AND RECREATION DEPARTMENT**  
  
**PUBLIC WORKS AGREEMENT**  
  
**Title: TREE PRUNING – ON CALL – AS NEEDED**

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 **A1 TREE SERVICE, LLC**, whose address is 25921 North Dalton Road, Deer Park, Washington, 99006 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6222-24 issued by the City of Spokane.*

*WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARD OF DOMESTIC GRANT 24-DG-11062765-157; and*

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

- 1. TERM OF AGREEMENT.**  
The term of this Agreement begins on March 10, 2025, and ends on March 10, 2027, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**  
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**  
The Contractor shall provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,



the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

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

**8. 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.

**9. INDEMNIFICATION.**

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

4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. SUBCONTRACTOR RESPONSIBILITY.**

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

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**A1 TREE SERVICE, LLC**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

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

25-015a

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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



## Bid Response Summary

**Bid Number** PW ITB 6222-24  
**Bid Title** Tree Pruning - on call - as needed  
**Due Date** Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** a1stumpremovalspokane@gmail.com  
**Submitted By** Lewis Harm - Monday, September 23, 2024 12:24:02 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 a1stumpremovalspokane@gmail.com 509-623-0344

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6 at 11:00 am at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201	I understand and I agree
	OBJECTIVE	Prune trees in CEJST (Climate & Economic Justice Screening Tool) identified area of city ROW (Right of Way), Parks, City Properties and other public properties such as schools to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk. All work shall be performed according to ANSI A3000 tree care standards and the Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane, in effect of the date of this proposal.	I acknowledge
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CC- Major deadwood - 1.5" + diameter branches	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CR- Clearance to city specifications for 14' over streets and 8' over sidewalks and pruning back from signage when needed	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> Develop a dominant stem and scaffold branches appropriate for the species and to prevent major issues.	I understand and I agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	QUALIFICATION	Current City commercial tree service license holder	I understand and I agree
	QUALIFICATION	Submittal of successful large scale pruning project examples preferred.	I understand and I agree
	QUALIFICATION	No violations or written warnings from the City of Spokane in the last year	I understand and I agree
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. A secondary contract may also be awarded. Unsuccessful Contractors will not automatically be notified of results. The contract(s) that is awarded from this Request for Bids will be a two (2) year contract with two (2) optional one-year renewals.	I acknowledge



CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge
MULTI-YEAR CONTRACT	For multi-year contracts and/or contracts renewals, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I understand and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
GUARANTEE	The Contractor guarantees all work for final acceptance. If correction is required, the Contractor shall immediately place the work in to a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense in order to receive final payment.	I understand and I agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	3 to 8
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. If the person listed is NOT the person authorized to sign a contract with the City of Spokane, please give the name and email address of the person authorized to sign a contract as well.	Lewis Harm 509-688-9210 - Cell a1stumpremovalspokane@gmail.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
CONTRACT TERMINATION	The City has the ability to terminate the contract if the scope of work is not being met and/or after two (2) warnings from the City of Spokane.	I understand and I agree

<p>PROPRIETARY INFORMATION</p>	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I understand and I agree</p>
<p>INTERLOCAL LANGUAGE</p>	<p>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.</p>	<p>I understand and I agree</p>
<p>GLOSSARY</p>	<p>CC - Crown Cleaning - Selective pruning to remove one (1) or more of the following parts: dead, dying, diseased, and/or broken branches.</p>	<p>I understand and I agree</p>
<p>GLOSSARY</p>	<p>CR- Crown Raising is achieving an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets on mature trees.</p>	<p>I understand and I agree</p>
<p>PUBLIC WORKS REQUIREMENTS</p>		
<p>A.</p>	<p>The work under this contract is classified as routine maintenance under state law.</p>	<p>I acknowledge</p>
<p>1.</p>	<p>A payment/performance bond is NOT required</p>	<p>I acknowledge</p>
<p>2.</p>	<p>Statutory retainage is NOT required</p>	<p>I acknowledge</p>
<p>B.</p>	<p>Prevailing Wage</p>	<p>Yes</p>
<p>1.</p>	<p>The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L &amp; I).</p>	<p>I acknowledge</p>

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge

GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
Scope of Work	Prune trees in CEJST identified area of city ROW to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk.	I understand and I agree
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge
Contractor Responsibilities	Representation of the City of Spokane and the USDA with responsibility and professionalism in conduct and appearance at all times while fulfilling contracts and interacting with the public.	I understand and I agree
Contractor Responsibilities	Secure tree pruning permit- can be one permit per project with the addresses of trees listed on the permit.	I understand and I agree
Contractor Responsibilities	Coordinate traffic control as required/consult with DSC and give notice to abutting property owner when needed regarding vehicle parking during operations to prevent property damage.	I understand and I agree
Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	I understand and I agree
Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise.	I understand and I agree
Contractor Responsibilities	When pruning is complete- Provide a 5-foot diameter of clean arborist wood chips around the tree at a depth of 3-4 inches and 2 inches away from the trunk. NOTE: The finished grade of arborist chips must be 1 inch or below the curb to prevent erosion into the street and not all sites will accommodate 3-4 inches of arborist chips so please use less in those instances.	I understand and I agree
Contractor Responsibilities	Ensure the required cleanup of all resulting debris from pruning activities. (Site Cleanup)	I understand and I agree

Contractor Responsibilities	The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of-way. Questions may be directed to the Public Works Permit Coordinator.	I understand and I agree
Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ's and links about the grant project and work being done.	I understand and I agree
Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	I understand and I agree
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Tree Removal and Pruning Equipment September 2024.png
City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contract work that recognizes funding sources and project.	I understand and I agree
City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the project and the work being done.	I understand and I agree
Service Completion Timeline	A timeline within which jobs must be done will be specified on each specific notice to proceed/Task Order based on the size of the job. Distribution of jobs will be based on productivity of contractors. Contractors that are completing task orders on time will be awarded jobs before contractors that are not completing jobs on time.	Acknowledged
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge
Safety Standards	All equipment utilized in the work performed shall be in full compliance with the most current revision of the American National Standards Institute, Standard Z-133.1 - Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush; and L&I requirements. The Contractor will be solely responsible for private and public property, pedestrian and vehicular safety and control, and must provide the necessary warning devices , barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the work site. Contractor must provide qualified supervision of each crew at all times while working under this contract.	I acknowledge
a.	Working in Proximity to Electrical Hazards - The Contractor's tree worker and the supervisor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree prior to any tree worker climbing, entering, or working around any tree. Contractor must take all prudent electrical safety measures that include shielding, de-energizing the line, or utilizing a qualified line clearance tree trimmer.	I acknowledge

b.	Protection of Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.	I acknowledge
c.	Protection of Underground Utilities - The Contractor shall be responsible for contacting the appropriate utility to locate underground utilities or services (including but not limited to electrical) in the work area that may be damaged by the Contractor's operation; in particular for any excavation stump grinding work. The Contractor will also locate and protect all utilities in the fall area or work zone.	I acknowledge
Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	I acknowledge
<b>WORKSITE REQUIREMENTS</b>		
Protection of Property	a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.	I understand and I agree
Protection of Property	b. Equipment shall not enter private property without written permission from the property owner.	I understand and I agree
Protection of Property	c. Vegetation surrounding trees should be disturbed as little as possible during tree work.	I understand and I agree
Protection of Property	d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.	I understand and I agree
Protection of Overhead Utilities	a. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.	I understand and I agree
Protection of Overhead Utilities	b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.	I understand and I agree
General Pruning Criteria	The Urban Forester or designee may prune or authorize at their discretion, the pruning of trees in city rights-of-way and on public property in accordance with criteria listed in section 12.02.965 of the urban forestry program ordinance, or when one (1) of the following criteria is met:	I understand and I agree
General Pruning Criteria	a. Any tree that presents an unacceptable risk due to structure, or disease	I understand and I agree

General Pruning Criteria	b. Any tree that obstructs a clear view of streets, critical public safety signs, traffic signals, streetlights, intersections, or interferes with the safe use of the street or sidewalk	I understand and I agree
General Pruning Criteria	c. Any tree that does not meet an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets	I understand and I agree
General Pruning Criteria	d. Any tree that is now or anticipated to be damaging public improvements or public utilities	I understand and I agree
General Pruning Criteria	e. Any tree that is designated as part of a scheduled city pruning program	I understand and I agree
General Pruning Criteria	f. Any tree on private property that overhangs the public rights-of-way and interferes with established criteria	I understand and I agree
Tree Pruning Permits	Permits are required by commercial tree services for pruning of any tree within the public rights of-way or on public property regardless of if the work is considered major or minor pruning. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit	I understand and I agree
Spokane Municipal Code section 10.25.010	International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. A permit is required for each work site address. All work sites are subject to pre and post inspections of the work site and work procedures. A permit is not required by property owners who may conduct minor pruning of branches according to the following criteria:	I understand and I agree
Spokane Municipal Code section 10.25.010	b. Pruning does not exceed 20% canopy loss	I understand and I agree
Spokane Municipal Code section 10.25.010	c. The tree is more than ten (10') feet from a power line	I understand and I agree
Spokane Municipal Code section 10.25.010	d. Pruning must be done in accordance with specifications and standards	I understand and I agree
Pruning Specifications and Standards	a. All pruning activity must be in accordance with ANSI Standard A300 (Part 1-Pruning).	I understand and I agree
Pruning Specifications and Standards	b. All equipment to be used and all work to be performed must be in accordance with the most current revision of the ANSI Standard Z133.1-2000 and A300-200 or as amended.	I understand and I agree
Pruning Specifications and Standards	c. Pruning cuts shall be made outside the branch collar, avoiding flush cuts and stub Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane	I understand and I agree
Pruning Specifications and Standards	d. Pruning tools shall be sharpened regularly to create clean cut margins.	I understand and I agree
Pruning Specifications and Standards	e. On trees known to have diseases, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known danger of transmitting the disease on tools.	I understand and I agree
Pruning Specifications and Standards	f. Care shall be taken to avoid unnecessary damage to the bark and cambium layer from rigging equipment. Ropes shall not come into direct contact with the crotch or other parts of the tree being retained or tied to the tree limb. Friction or cambium savers are to be used when accessing and rigging.	I understand and I agree

Pruning Specifications and Standards	g. Climbing spurs shall not be used in pruning operations except to perform an aerial rescue of an injured worker.	I understand and I agree
Pruning Specifications and Standards	h. If dropping limbs may cause damage to other trees or surrounding property, mechanical rigging techniques shall be used.	I understand and I agree
General Procedures for Tree Pruning	a. Dead branches greater than One and one-half Inch (1.5") or greater measured at the base of the branch should be removed from the canopy of all trees being pruned.	I understand and I agree
General Procedures for Tree Pruning	b. Remove no more than 20% of the tree's live tissue during any one (1) calendar year.	I understand and I agree
Specific Procedures for young trees	Young trees are typically less than 10 years old or are 2-3 years from the nursery. The primary purpose of pruning young trees is to improve the trunk and branch structure. Properly trained young trees will develop into structurally strong mature trees. The greatest pruning objective with young trees is the establishment of a central leader. When young tree pruning may be necessary, the following additional standards shall apply:	I understand and I agree
Specific Procedures for young trees	a. Remove dead, dying, damaged, diseased branches.	I understand and I agree
Specific Procedures for young trees	b. Select and establish one branch as the central leader.	I understand and I agree
Specific Procedures for young trees	c. Select the lowest permanent branch based on tree location/purpose.	I understand and I agree
Specific Procedures for young trees	d. Select and establish scaffold branches.	I understand and I agree
Specific Procedures for young trees	e. Select temporary branches below the lowest permanent branch to limit canopy loss to <20%, then remove or prune other branches.	I understand and I agree
Specific Procedures for medium to mature age trees	These trees will have larger limbs and tree scaffold structure. When medium to mature tree pruning may be necessary; the following additional standards shall apply:	I understand and I agree
Specific Procedures for medium to mature age trees	a. The weight on main scaffold limbs with included bark shall be reduced by approximately one-third (1/3) by removing some secondary branches toward the end of the limbs and/or removing the end of the branch using a reduction cut.	I understand and I agree
Specific Procedures for medium to mature age trees	b. If a tree divides into two (2) or more codominant leaders of equal size in the bottom two-thirds (2/3) of the tree, a dominant leader shall be selected. Reduce the end weight of all other codominant branches by approximately one-third (1/3) using	I understand and I agree
Strictly Prohibited	• Lions tailing • Internodal cuts or topping • Flush cuts • Thinning • Size reduction	I understand and I agree
BID		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	0
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	SubcontractorList.pdf



CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	A1TRET827OP
#2	Provide Contractor's U.B.I. Number	604-314-671
#3	Provide Contractor's Washington Employment Security Department Number	000-772281-00-6
#4	Provide Contractor's Washington Excise Tax Registration Number	83 144 0467
#5	Provide Contractor's City of Spokane Business Registration Number	T23000343CTL
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge
GRANT INFORMATION		
Nondiscrimination Statement	In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <a href="https://www.ocio.usda.gov/document/ad-3027">https://www.ocio.usda.gov/document/ad-3027</a> , from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a> .	I understand and I agree

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	Tree Pruning - Trees 2" - 12"	Prune - Form/Structure	Base	task	1.00	\$135.00	\$135.00	
	Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising	Base	task	1.00	\$200.00	\$200.00	
	Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising and Form/Structure	Base	task	1.00	\$295.00	\$295.00	
	Tree Pruning - Trees 2" - 12"	Prune - Remove hangers only (up to 5-6 max)	Base	task	1.00	\$135.00	\$135.00	
	Tree Pruning - Trees 2" - 12"	Prune -Crown Restore (example - post topping)	Base	task	1.00	\$295.00	\$295.00	
	Tree Pruning - Trees 2" - 12"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base	task	1.00	\$60.00	\$60.00	
	Tree Pruning - Trees 2" - 12"	Mulch - 5ft (no other task)	Base	task	1.00	\$100.00	\$100.00	
	Tree Pruning - Trees 2" - 12"	Crown clean (no other task)	Base	task	1.00	\$245.00	\$245.00	
	Tree Pruning - Trees 2" - 12"	Crown clean, CR Crown Raising	Base	task	1.00	\$300.00	\$300.00	
	Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure	Base	task	1.00	\$300.00	\$300.00	
	Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure, CR Crown Raising	Base	task	1.00	\$350.00	\$350.00	
	Street Obstruction for Pruning - Trees 2"-12"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	tree	1.00	\$300.00	\$300.00	
	Tree Pruning - Trees 13" - 24"	Prune - CR Crown Raising	Base	task	1.00	\$300.00	\$300.00	
	Tree Pruning - Trees 13" - 24"	Prune - Form/Structure	Base	task	1.00	\$500.00	\$500.00	
	Tree Pruning - Trees 13" - 24"	Prune - CR and Form/Structure	Base	task	1.00	\$750.00	\$750.00	
	Tree Pruning - Trees 13" - 24"	Prune - Remove hangars only (up to 5-6 max)	Base	task	1.00	\$350.00	\$350.00	
	Tree Pruning - Trees 13" - 24"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base	task	1.00	\$85.00	\$85.00	
	Tree Pruning - Trees 13" - 24"	Mulch - replenish only (no other tasks)	Base	task	1.00	\$120.00	\$120.00	
	Tree Pruning - Trees 13-24"	Crown clean (no other task)	Base	task	1.00	\$585.00	\$585.00	
	Tree Pruning - Trees 13-24"	Crown clean, CR Crown Raising	Base	task	1.00	\$685.00	\$685.00	
	Tree Pruning - Trees 13-24"	Crown clean, Form/Structure	Base	task	1.00	\$700.00	\$700.00	
	Tree Pruning - Trees 13-24"	Crown clean, Form/Structure, CR Crown Raising	Base	task	1.00	\$755.00	\$755.00	

Street Obstruction for Pruning - Trees 13-24"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$400.00	\$400.00
Tree Pruning - Trees 25"+	Prune - Form/Structure	Base task	1.00	\$775.00	\$775.00
Tree Pruning - Trees 25"+	Prune - Crown Raising	Base task	1.00	\$485.00	\$485.00
Tree Pruning - Trees 25"+	Prune - CR and Form/Structure	Base task	1.00	\$1,100.00	\$1,100.00
Tree Pruning - Trees 25"+	Prune - Remove hangars only (up to 5-6 max)	Base task	1.00	\$450.00	\$450.00
Tree Pruning - Trees 25"+	Mulch (for pruning locations, leave mulch when specified around the tree - 8ft diameter circle (or to match site)	Base task	1.00	\$100.00	\$100.00
Tree Pruning - Trees 25"+	Mulch - replenish only (no other tasks)	Base task	1.00	\$150.00	\$150.00
Tree Pruning - Trees 25"+	Crown clean (no other task)	Base task	1.00	\$775.00	\$775.00
Tree Pruning - Trees 25"+	Crown clean, CR Crown Raising	Base task	1.00	\$1,100.00	\$1,100.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure	Base task	1.00	\$1,000.00	\$1,000.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$1,250.00	\$1,250.00
Street Obstruction for Pruning - Trees 25"+	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$450.00	\$450.00
<b>Total Base Bid</b>	\$15,580.00				

2006 F550 Chip Truck

2023 Morbark 19XP Chipper

2021 Bandit 18XP Chipper

2017 Vermeer BC1000 Chipper

2010 Vermeer BC1800 Chipper

2023 Ram 5500 - 55ft Terex Bucket Truck

2018 CMC - ArborPro - Tracked Manliest with 83ft reach

2008 GMC 38ft Altec Forestry Bucket and Chip Truck

2004 F550 - 42ft Altec Bucket Truck

2019 F450 - Open top Dump Truck

2014 F650 55ft Crane

2014 14ft Dump Trailer

2010 12ft Dump Trailer

2024 CTX160 Vermeer Mini Skidsteer

2022 TX1000 Dingo Mini Skidsteer

2022 Rayco 165hp Tracked Stump Grinder

2023 Vermeer S&ZQ! Stump Grinder

2014 2023 Vermeer SC372 Stump Grinder

**SUBCONTRACTOR LIST**

**PROJECT NAME:** PW ITB #6222-24 Tree Pruning

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

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

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

AMOUNT \_\_\_\_\_ -

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

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

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

AMOUNT \_\_\_\_\_ -

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

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

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

AMOUNT \_\_\_\_\_ -

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

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

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

AMOUNT \_\_\_\_\_ -

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

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< **Business Lookup**

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** A1 TREE SERVICE LLC

**Business name:** A1 TREE SERVICE LLC

**Entity type:** [Limited Liability Company](#)

**UBI#:** 604-314-671

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 25921 N DALTON RD  
DEER PARK WA 99006-9208

**Mailing address:** 25921 N DALTON RD  
DEER PARK WA 99006-9208



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this b	License #	Count	Details	Status	Expiration da	First issuance
Deer Park General Business - Non-Resident				Active	Jul-31-2025	Dec-14-2020
Liberty Lake General Business - Non-Resident				Active	Jul-31-2025	Dec-18-2020
Spokane General Business - Non-Resident				Active	Jul-31-2025	Aug-07-2018
Spokane Valley General Business - Non-Resident				Active	Jul-31-2025	Dec-14-2020

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

Owners and officers	Title
HARM, LEWIS	
HARM, SAP PHIRE	



## Registered Trade Names

Registered trade names	Status	First issued
A1 STUMP REMOVAL	Active	Sep-06-2018
A1 TREE SERVICE LLC	Active	Aug-07-2018

The Business Lookup information is updated nightly. Search date and time:  
1/27/2025 9:48:18 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Joseph Armand	
Rother Insurance		<b>PHONE (A/C, No, Ext):</b> 509-483-3030	<b>FAX (A/C, No):</b> 509-487-8355
c/o North Town Insurance		<b>E-MAIL ADDRESS:</b> Joseph@northtowninsurance.com	
5727 N Division Street		<b>INSURER(S) AFFORDING COVERAGE</b>	
Spokane WA 99208		<b>INSURER A:</b> Western World Insurance Company	<b>NAIC #</b> 13196
<b>INSURED</b>		<b>INSURER B:</b>	
A1 Tree Service LLC		<b>INSURER C:</b>	
25921 N Dalton Rd.		<b>INSURER D:</b>	
Deer Park WA 99006		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			NPP6127028	10/30/2024	10/30/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		Y					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								PERSONAL & ADV INJURY
OTHER:					GENERAL AGGREGATE	\$ 2,000,000			
				PRODUCTS - COMP/OP AGG	\$ Included				
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	DED	RETENTION \$						\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER STOP GAP	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	

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

THIS CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE INSURANCE CODE OF THE STATE OF WASHINGTON, TITLE 48 RCW. IT IS NOT PROTECTED BY ANY WASHINGTON STATE GUARANTY ASSOCIATION LAW.

RON ROTHERT INSURANCE, INC. /  
Tree Trimming & Pruning  
Certificate Holder is added as an Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane, It's officers and employees 808 W Spokane Falls Blvd  Spokane WA 99205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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STAFF OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

January 24, 2025

WAUBI No.	604 314 671
L&I Account ID	243,437-01
Legal Business Name	A 1 TREE SERVICE LLC
Doing Business As	A 1 STUMP REMOVAL
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 3 of Year 2024 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	A1TRET827OP
License Expiration	09/17/2026

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, **cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).





**CITY OF SPOKANE**  
**PARKS AND RECREATION DEPARTMENT**  
  
**PUBLIC WORKS AGREEMENT**  
  
**Title: TREE PRUNING – ON CALL – AS NEEDED**

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 **BLUE-BIRD TREE CARE, INC.**, whose address is 2950 East Murphy Road, Coeur d’Alene, Idaho 83814-6853 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6222-24 issued by the City of Spokane.*

*WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARD OF DOMESTIC GRANT 24-DG-11062765-157; and*

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

- 1. TERM OF AGREEMENT.**  
The term of this Agreement begins on March 10, 2025, and ends on March 10, 2027, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**  
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**  
The Contractor shall provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

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

**8. 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.

**9. INDEMNIFICATION.**

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

4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. SUBCONTRACTOR RESPONSIBILITY.**

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



**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**BLUEBIRD TREE CARE, INC.**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

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

25-016a

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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



## Bid Response Summary

**Bid Number** PW ITB 6222-24  
**Bid Title** Tree Pruning - on call - as needed  
**Due Date** Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** benlarsontree@gmail.com  
**Submitted By** benlarsontree@gmail.com benlarsontree@gmail.com - Monday, September 23, 2024 11:55:06 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**By** benlarsontree@gmail.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6 at 11:00 am at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201	I understand and I agree
	OBJECTIVE	Prune trees in CEJST (Climate & Economic Justice Screening Tool) identified area of city ROW (Right of Way), Parks, City Properties and other public properties such as schools to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk. All work shall be performed according to ANSI A3000 tree care standards and the Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane, in effect of the date of this proposal.	I acknowledge
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CC- Major deadwood - 1.5" + diameter branches	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CR- Clearance to city specifications for 14' over streets and 8' over sidewalks and pruning back from signage when needed	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> Develop a dominant stem and scaffold branches appropriate for the species and to prevent major issues.	I understand and I agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	QUALIFICATION	Current City commercial tree service license holder	I understand and I agree
	QUALIFICATION	Submittal of successful large scale pruning project examples preferred.	I understand and I agree
	QUALIFICATION	No violations or written warnings from the City of Spokane in the last year	I understand and I agree

AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. A secondary contract may also be awarded. Unsuccessful Contractors will not automatically be notified of results. The contract(s) that is awarded from this Request for Bids will be a two (2) year contract with two (2) optional one-year renewals.	I acknowledge
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge
MULTI-YEAR CONTRACT	For multi-year contracts and/or contracts renewals, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I understand and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
GUARANTEE	The Contractor guarantees all work for final acceptance. If correction is required, the Contractor shall immediately place the work in to a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense in order to receive final payment.	I understand and I agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	3
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. If the person listed is NOT the person authorized to sign a contract with the City of Spokane, please give the name and email address of the person authorized to sign a contract as well.	Benjamin Larson 208-651-3959 Benlarsontree@gmail.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
CONTRACT TERMINATION	The City has the ability to terminate the contract if the scope of work is not being met and/or after two (2) warnings from the City of Spokane.	I understand and I agree

<p>PROPRIETARY INFORMATION</p>	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I understand and I agree</p>
<p>INTERLOCAL LANGUAGE</p>	<p>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.</p>	<p>I understand and I agree</p>
<p>GLOSSARY</p>	<p>CC - Crown Cleaning - Selective pruning to remove one (1) or more of the following parts: dead, dying, diseased, and/or broken branches.</p>	<p>I understand and I agree</p>
<p>GLOSSARY</p>	<p>CR- Crown Raising is achieving an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets on mature trees.</p>	<p>I understand and I agree</p>
<p>PUBLIC WORKS REQUIREMENTS</p>		
<p>A.</p>	<p>The work under this contract is classified as routine maintenance under state law.</p>	<p>I acknowledge</p>
<p>1.</p>	<p>A payment/performance bond is NOT required</p>	<p>I acknowledge</p>
<p>2.</p>	<p>Statutory retainage is NOT required</p>	<p>I acknowledge</p>
<p>B.</p>	<p>Prevailing Wage</p>	<p>Yes</p>
<p>1.</p>	<p>The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L &amp; I).</p>	<p>I acknowledge</p>



2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes

1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
Scope of Work	Prune trees in CEJST identified area of city ROW to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk.	I understand and I agree
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge
Contractor Responsibilities	Representation of the City of Spokane and the USDA with responsibility and professionalism in conduct and appearance at all times while fulfilling contracts and interacting with the public.	I understand and I agree
Contractor Responsibilities	Secure tree pruning permit- can be one permit per project with the addresses of trees listed on the permit.	I understand and I agree
Contractor Responsibilities	Coordinate traffic control as required/consult with DSC and give notice to abutting property owner when needed regarding vehicle parking during operations to prevent property damage.	I understand and I agree
Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	I understand and I agree
Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise.	I understand and I agree

Contractor Responsibilities	When pruning is complete- Provide a 5-foot diameter of clean arborist wood chips around the tree at a depth of 3-4 inches and 2 inches away from the trunk. NOTE: The finished grade of arborist chips must be 1 inch or below the curb to prevent erosion into the street and not all sites will accommodate 3-4 inches of arborist chips so please use less in those instances.	I understand and I agree
Contractor Responsibilities	Ensure the required cleanup of all resulting debris from pruning activities. (Site Cleanup)	I understand and I agree
Contractor Responsibilities	The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of-way. Questions may be directed to the Public Works Permit Coordinator.	I understand and I agree
Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ's and links about the grant project and work being done.	I understand and I agree
Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	I understand and I agree
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Truck and Equipment List.pdf
City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contract work that recognizes funding sources and project.	I understand and I agree
City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the project and the work being done.	I understand and I agree
Service Completion Timeline	A timeline within which jobs must be done will be specified on each specific notice to proceed/Task Order based on the size of the job. Distribution of jobs will be based on productivity of contractors. Contractors that are completing task orders on time will be awarded jobs before contractors that are not completing jobs on time.	10 days
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge

Safety Standards	All equipment utilized in the work performed shall be in full compliance with the most current revision of the American National Standards Institute, Standard Z-133.1 - Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush; and L&I requirements. The Contractor will be solely responsible for private and public property, pedestrian and vehicular safety and control, and must provide the necessary warning devices , barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the work site. Contractor must provide qualified supervision of each crew at all times while working under this contract.	I acknowledge
a.	Working in Proximity to Electrical Hazards - The Contractor's tree worker and the supervisor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree prior to any tree worker climbing, entering, or working around any tree. Contractor must take all prudent electrical safety measures that include shielding, de-energizing the line, or utilizing a qualified line clearance tree trimmer.	I acknowledge
b.	Protection of Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.	I acknowledge
c.	Protection of Underground Utilities - The Contractor shall be responsible for contacting the appropriate utility to locate underground utilities or services (including but not limited to electrical) in the work area that may be damaged by the Contractor's operation; in particular for any excavation stump grinding work. The Contractor will also locate and protect all utilities in the fall area or work zone.	I acknowledge
Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	I acknowledge
<b>WORKSITE REQUIREMENTS</b>		
Protection of Property	a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.	I understand and I agree
Protection of Property	b. Equipment shall not enter private property without written permission from the property owner.	I understand and I agree
Protection of Property	c. Vegetation surrounding trees should be disturbed as little as possible during tree work.	I understand and I agree

Protection of Property	d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.	I understand and I agree
Protection of Overhead Utilities	a. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.	I understand and I agree
Protection of Overhead Utilities	b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.	I understand and I agree
General Pruning Criteria	The Urban Forester or designee may prune or authorize at their discretion, the pruning of trees in city rights-of-way and on public property in accordance with criteria listed in section 12.02.965 of the urban forestry program ordinance, or when one (1) of the following criteria is met:	I understand and I agree
General Pruning Criteria	a. Any tree that presents an unacceptable risk due to structure, or disease	I understand and I agree
General Pruning Criteria	b. Any tree that obstructs a clear view of streets, critical public safety signs, traffic signals, streetlights, intersections, or interferes with the safe use of the street or sidewalk	I understand and I agree
General Pruning Criteria	c. Any tree that does not meet an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets	I understand and I agree
General Pruning Criteria	d. Any tree that is now or anticipated to be damaging public improvements or public utilities	I understand and I agree
General Pruning Criteria	e. Any tree that is designated as part of a scheduled city pruning program	I understand and I agree
General Pruning Criteria	f. Any tree on private property that overhangs the public rights-of-way and interferes with established criteria	I understand and I agree
Tree Pruning Permits	Permits are required by commercial tree services for pruning of any tree within the public rights of-way or on public property regardless of if the work is considered major or minor pruning. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit	I understand and I agree
Spokane Municipal Code section 10.25.010	International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. A permit is required for each work site address. All work sites are subject to pre and post inspections of the work site and work procedures. A permit is not required by property owners who may conduct minor pruning of branches according to the following criteria:	I understand and I agree
Spokane Municipal Code section 10.25.010	b. Pruning does not exceed 20% canopy loss	I understand and I agree

Spokane Municipal Code section 10.25.010	c. The tree is more than ten (10') feet from a power line	I understand and I agree
Spokane Municipal Code section 10.25.010	d. Pruning must be done in accordance with specifications and standards	I understand and I agree
Pruning Specifications and Standards	a. All pruning activity must be in accordance with ANSI Standard A300 (Part 1-Pruning).	I understand and I agree
Pruning Specifications and Standards	b. All equipment to be used and all work to be performed must be in accordance with the most current revision of the ANSI Standard Z133.1-2000 and A300-200 or as amended.	I understand and I agree
Pruning Specifications and Standards	c. Pruning cuts shall be made outside the branch collar, avoiding flush cuts and stub Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane	I understand and I agree
Pruning Specifications and Standards	d. Pruning tools shall be sharpened regularly to create clean cut margins.	I understand and I agree
Pruning Specifications and Standards	e. On trees known to have diseases, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known danger of transmitting the disease on tools.	I understand and I agree
Pruning Specifications and Standards	f. Care shall be taken to avoid unnecessary damage to the bark and cambium layer from rigging equipment. Ropes shall not come into direct contact with the crotch or other parts of the tree being retained or tied to the tree limb. Friction or cambium savers are to be used when accessing and rigging.	I understand and I agree
Pruning Specifications and Standards	g. Climbing spurs shall not be used in pruning operations except to perform an aerial rescue of an injured worker.	I understand and I agree
Pruning Specifications and Standards	h. If dropping limbs may cause damage to other trees or surrounding property, mechanical rigging techniques shall be used.	I understand and I agree
General Procedures for Tree Pruning	a. Dead branches greater than One and one-half Inch (1.5") or greater measured at the base of the branch should be removed from the canopy of all trees being pruned.	I understand and I agree
General Procedures for Tree Pruning	b. Remove no more than 20% of the tree's live tissue during any one (1) calendar year.	I understand and I agree
Specific Procedures for young trees	Young trees are typically less than 10 years old or are 2-3 years from the nursery. The primary purpose of pruning young trees is to improve the trunk and branch structure. Properly trained young trees will develop into structurally strong mature trees. The greatest pruning objective with young trees is the establishment of a central leader. When young tree pruning may be necessary, the following additional standards shall apply:	I understand and I agree
Specific Procedures for young trees	a. Remove dead, dying, damaged, diseased branches.	I understand and I agree
Specific Procedures for young trees	b. Select and establish one branch as the central leader.	I understand and I agree
Specific Procedures for young trees	c. Select the lowest permanent branch based on tree location/purpose.	I understand and I agree

Specific Procedures for young trees	d. Select and establish scaffold branches.	I understand and I agree
Specific Procedures for young trees	e. Select temporary branches below the lowest permanent branch to limit canopy loss to &lt;20%, then remove or prune other branches.	I understand and I agree
Specific Procedures for medium to mature age trees	These trees will have larger limbs and tree scaffold structure. When medium to mature tree pruning may be necessary; the following additional standards shall apply:	I understand and I agree
Specific Procedures for medium to mature age trees	a. The weight on main scaffold limbs with included bark shall be reduced by approximately one-third (1/3) by removing some secondary branches toward the end of the limbs and/or removing the end of the branch using a reduction cut.	I understand and I agree
Specific Procedures for medium to mature age trees	b. If a tree divides into two (2) or more codominant leaders of equal size in the bottom two-thirds (2/3) of the tree, a dominant leader shall be selected. Reduce the end weight of all other codominant branches by approximately one-third (1/3) using	I understand and I agree
Strictly Prohibited	• Lions tailing • Internodal cuts or topping • Flush cuts • Thinning • Size reduction	I understand and I agree
<b>BID</b>		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	1
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	SUBCONTRACTOR LIST (1).pdf
<b>CONTRACTOR RESPONSIBILITY</b>		
#1	Provide Washington State Contractor's Registration No.	BLUEBTC852PH
#2	Provide Contractor's U.B.I. Number	603511150
#3	Provide Contractor's Washington Employment Security Department Number	000-682463-00-4
#4	Provide Contractor's Washington Excise Tax Registration Number	603511150
#5	Provide Contractor's City of Spokane Business Registration Number	T18000190CTL
<b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</b>		

<p>#1</p>	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p> <p>I acknowledge</p>
<p>GRANT INFORMATION</p>	
<p>Nondiscrimination Statement</p>	<p>In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <a href="https://www.ocio.usda.gov/document/ad-3027">https://www.ocio.usda.gov/document/ad-3027</a>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>.</p> <p>I understand and I agree</p>

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
<p>BID</p>								
	<p>Tree Pruning - Trees 2" - 12"</p>	<p>Prune - Form/Structure</p>	<p>Base</p>	<p>task</p>	<p>1.00</p>	<p>\$400.00</p>	<p>\$400.00</p>	
	<p>Tree Pruning - Trees 2" - 12"</p>	<p>Prune - CR Crown Raising</p>	<p>Base</p>	<p>task</p>	<p>1.00</p>	<p>\$225.00</p>	<p>\$225.00</p>	



Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising and Form/Structure	Base task	1.00	\$425.00	\$425.00
Tree Pruning - Trees 2" - 12"	Prune - Remove hangers only (up to 5-6 max)	Base task	1.00	\$150.00	\$150.00
Tree Pruning - Trees 2" - 12"	Prune -Crown Restore (example - post topping)	Base task	1.00	\$485.00	\$485.00
Tree Pruning - Trees 2" - 12"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base task	1.00	\$200.00	\$200.00
Tree Pruning - Trees 2" - 12"	Mulch - 5ft (no other task)	Base task	1.00	\$250.00	\$250.00
Tree Pruning - Trees 2" - 12"	Crown clean (no other task)	Base task	1.00	\$150.00	\$150.00
Tree Pruning - Trees 2" - 12"	Crown clean, CR Crown Raising	Base task	1.00	\$250.00	\$250.00
Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure	Base task	1.00	\$325.00	\$325.00
Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$550.00	\$550.00
Street Obstruction for Pruning - Trees 2"-12"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$200.00	\$200.00
Tree Pruning - Trees 13" - 24"	Prune - CR Crown Raising	Base task	1.00	\$450.00	\$450.00
Tree Pruning - Trees 13" - 24"	Prune - Form/Structure	Base task	1.00	\$700.00	\$700.00
Tree Pruning - Trees 13" - 24"	Prune - CR and Form/Structure	Base task	1.00	\$780.00	\$780.00

Tree Pruning - Trees 13" - 24"	Prune - Remove hangars only (up to 5-6 max)	Base task	1.00	\$250.00	\$250.00
Tree Pruning - Trees 13" - 24"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base task	1.00	\$200.00	\$200.00
Tree Pruning - Trees 13" - 24"	Mulch - replenish only (no other tasks)	Base task	1.00	\$250.00	\$250.00
Tree Pruning - Trees 13-24"	Crown clean (no other task)	Base task	1.00	\$650.00	\$650.00
Tree Pruning - Trees 13-24"	Crown clean, CR Crown Raising	Base task	1.00	\$700.00	\$700.00
Tree Pruning - Trees 13-24"	Crown clean, Form/Structure	Base task	1.00	\$985.00	\$985.00
Tree Pruning - Trees 13-24"	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$1,050.00	\$1,050.00
Street Obstruction for Pruning - Trees 13-24"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$850.00	\$850.00
Tree Pruning - Trees 25"+	Prune - Form/Structure	Base task	1.00	\$1,120.00	\$1,120.00
Tree Pruning - Trees 25"+	Prune - Crown Raising	Base task	1.00	\$550.00	\$550.00
Tree Pruning - Trees 25"+	Prune - CR and Form/Structure	Base task	1.00	\$1,950.00	\$1,950.00
Tree Pruning - Trees 25"+	Prune - Remove hangars only (up to 5-6 max)	Base task	1.00	\$500.00	\$500.00
Tree Pruning - Trees 25"+	Mulch (for pruning locations, leave mulch when specified around the tree - 8ft diameter circle (or to match site)	Base task	1.00	\$225.00	\$225.00

Tree Pruning - Trees 25"+	Mulch - replenish only (no other tasks)	Base task	1.00	\$150.00	\$150.00
Tree Pruning - Trees 25"+	Crown clean (no other task)	Base task	1.00	\$950.00	\$950.00
Tree Pruning - Trees 25"+	Crown clean, CR Crown Raising	Base task	1.00	\$1,150.00	\$1,150.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure	Base task	1.00	\$1,550.00	\$1,550.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$2,050.00	\$2,050.00
Street Obstruction for Pruning - Trees 25"+	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$850.00	\$850.00
<b>Total Base Bid</b>					\$21,520.00

Truck and Equipment List

2021 Chevy 5500 Chip Truck

2020 Ford F350 Dump truck

2009 International 4300 with Terex Bucket Truck

2006 International 4300 Dump Truck

2019 Cat Skidsteer

2021 Bandit SG40 Stump Grinder

2020 CV International Dump truck

2018 Bandit 19xp Chipper

SUBCONTRACTOR LIST

PROJECT NAME: Tree Removal (-on call-) as needed 1 179

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 -rrzA tr I O R f J. N I .

TYPE OF WOR BID ITEM Tr AFP;C 1 0" 1 10"

AMOUNT 1 15, DOD 1

CONTRACTOR'S REGISTRATION NO. IFZEF 57 g L

coNTRACTORSUPPLIER S Pok vt... (1022) Nel... Mar 1 11-1

TYPE OF WORK/BID ITEM C (OJA L) JJ.

AMOUNT 1 S-200 D 7

CONTRACTOR'S REGISTRATION NO. SPOK ACM 885DH

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:** BLUEBIRD TREE CARE INC.

**Business name:** BLUEBIRD TREE CARE INC.

**Entity type:** [Profit Corporation](#)

**UBI#:** 603-511-150

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2950 E MURPHY RD  
COEUR DALENE ID 83814-6853

**Mailing address:** PO BOX 1549  
COEUR DALENE ID 83816-1549



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this b	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Jun-30-2025	Jun-20-2015
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Apr-21-2021

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

Owners and officers	Title
LARSON, BENJAMIN	

## Registered Trade Names

Registered trade names	Status	First issued
BLUEBIRD TREE CARE	Active	May-17-2022



The Business Lookup information is updated nightly. Search date and time:  
1/24/2025 10:17:56 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

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

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

<b>PRODUCER</b>  <b>PAC Insurance Group</b> <b>PO Box 1480</b> <b>Airway Heights, WA 99001</b>	<b>CONTACT NAME:</b> Kyla Malek <b>PHONE (A/C, No. Ext):</b> 509-244-6399 <b>E-MAIL ADDRESS:</b> kylam@pacinsurancegroup.com	<b>FAX (A/C, No):</b> 509-271-3775
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Bluebird Tree Care Inc.</b> <b>PO Box 1549</b> <b>Coeur D Alene, ID 83816</b>	<b>INSURER A :</b> Red Shield Insurance Company	
	<b>INSURER B :</b> Berkshire Hathaway Homestate Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 00018622-0

REVISION NUMBER: 56


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CNT019867	10/24/2024	10/24/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>INCLUDED</b> \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			02APM040391-02	10/24/2024	10/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W Spokane Falls BLVD</b> <b>Spokane, WA 99201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  (KMM)
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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

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

<b>PRODUCER</b> <b>Northwest Insurance Associates</b> <b>PO Box 803</b> <b>Coeur d Alene, ID 83816</b>	<b>CONTACT NAME:</b> Joe Angelo <b>PHONE (A/C, No. Ext):</b> (208)659-8244 <b>E-MAIL ADDRESS:</b> nwia@risksolving.com	<b>FAX (A/C, No):</b> (888)542-4977	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Blue Bird Tree Care, Inc</b> <b>1902 E Nettleton Gulch Rd</b> <b>Coeur d Alene, ID 83815</b>	<b>INSURER A:</b> Idaho State Insurance Fund		<b>36129</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 00004248-0

REVISION NUMBER: 9


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	<b>651379</b>	<b>09/01/2024</b>	<b>09/01/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>

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

Those usual to the insured's operations.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (JMA)
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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	UFTC			<b>Committee meeting date:</b> 3/4/2025	
<b>Requester</b>	Amber Ramirez		<b>Phone number:</b> 509-363-5499		
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input checked="" type="radio"/> Action	
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order	<input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)					
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 2	<b>Master Plan Priority Tier:</b> First (pg. 171-175)			
<b>Item title:</b> (Use exact language noted on the agenda)	Delk Management, LLC - Tree Equity Spokane - On-Call/As Needed Tree Pruning Contract - NTE \$400,000, contingent upon available funding				
<b>Begin/end dates</b>	Begins: 03/10/2025	Ends: 03/10/2027	<input type="checkbox"/>	06/01/2525	
<b>Background/history:</b>	On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to perform high needs pruning across 15 neighborhoods included in the project boundary in areas of Spokane identified as overburdened and underserved. Work will occur in public right-of-ways, City properties and school properties.				
<b>Motion wording:</b>	Motion to approve Delk Management, LLC - Tree Equity Spokane - On-Call/As Needed Tree Pruning Contract - NTE \$400,000, contingent upon available funding				
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes	<input type="radio"/> No			
If so, who/what department, agency or company: Delk Management, LLC					
Name: Rob Saty		Email address: rob@delkmanagement.com		Phone: 509-863-2922	
<b>Distribution:</b>	Katie Kosanke Garrett Jones				
Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:					
<b>Fiscal impact:</b> <input type="radio"/> Expenditure	<input type="radio"/> Revenue				
Amount:	Budget code:				
400,000	Expense: 1390-95855-76903-54201				
400,000	Revenue: 1390-95855-76903-33310				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor	<input type="radio"/> New vendor				
<b>Supporting documents:</b>					
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)				
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)				
<input checked="" type="checkbox"/> UBI: 603-121-565 Business license expiration date: 6/30/25	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



**CITY OF SPOKANE**  
**PARKS AND RECREATION DEPARTMENT**  
  
**PUBLIC WORKS AGREEMENT**  
  
**Title: TREE PRUNING – ON CALL – AS NEEDED**

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 **DELK MANAGEMENT, LLC**, whose address is P.O. Box 1026, Otis Orchards, Washington, 99027 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6222-24 issued by the City of Spokane.*

*WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARD OF DOMESTIC GRANT 24-DG-11062765-157; and*

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

- 1. TERM OF AGREEMENT.**  
The term of this Agreement begins on March 10, 2025, and ends on March 10, 2027, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**  
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**  
The Contractor shall provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

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

**8. 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.

**9. INDEMNIFICATION.**

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

4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. SUBCONTRACTOR RESPONSIBILITY.**

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

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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



**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**DELK MANAGEMENT, LLC**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

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

25-014a

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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



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

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

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

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

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

## Bid Response Summary

**Bid Number** PW ITB 6222-24  
**Bid Title** Tree Pruning - on call - as needed  
**Due Date** Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Delk Management LLC  
**Submitted By** Rob Saty - Monday, September 23, 2024 12:48:16 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 rob@delkmanagement.com 5098632922

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6 at 11:00 am at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201	I understand and I agree
	OBJECTIVE	Prune trees in CEJST (Climate & Economic Justice Screening Tool) identified area of city ROW (Right of Way), Parks, City Properties and other public properties such as schools to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk. All work shall be performed according to ANSI A3000 tree care standards and the Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane, in effect of the date of this proposal.	I acknowledge
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CC- Major deadwood - 1.5" + diameter branches	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CR- Clearance to city specifications for 14' over streets and 8' over sidewalks and pruning back from signage when needed	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> Develop a dominant stem and scaffold branches appropriate for the species and to prevent major issues.	I understand and I agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	QUALIFICATION	Current City commercial tree service license holder	I understand and I agree
	QUALIFICATION	Submittal of successful large scale pruning project examples preferred.	I understand and I agree
	QUALIFICATION	No violations or written warnings from the City of Spokane in the last year	I understand and I agree

AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. A secondary contract may also be awarded. Unsuccessful Contractors will not automatically be notified of results. The contract(s) that is awarded from this Request for Bids will be a two (2) year contract with two (2) optional one-year renewals.	I acknowledge
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge
MULTI-YEAR CONTRACT	For multi-year contracts and/or contracts renewals, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I understand and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
GUARANTEE	The Contractor guarantees all work for final acceptance. If correction is required, the Contractor shall immediately place the work in to a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense in order to receive final payment.	I understand and I agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	2-4
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. If the person listed is NOT the person authorized to sign a contract with the City of Spokane, please give the name and email address of the person authorized to sign a contract as well.	Rob Saty 509-475-5629 rob@delkmanagement.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	Delk Management List of City of Spokane Tree Work Projects.docx

CONTRACT TERMINATION	The City has the ability to terminate the contract if the scope of work is not being met and/or after two (2) warnings from the City of Spokane.	I understand and I agree
PROPRIETARY INFORMATION	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree
INTERLOCAL LANGUAGE	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.	I understand and I agree
GLOSSARY	CC - Crown Cleaning - Selective pruning to remove one (1) or more of the following parts: dead, dying, diseased, and/or broken branches.	I understand and I agree
GLOSSARY	CR- Crown Raising is achieving an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets on mature trees.	I understand and I agree
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge
1.	A payment/performance bond is NOT required	I acknowledge
2.	Statutory retainage is NOT required	I acknowledge
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge
E.	Filing Fees	Yes
1.	<p>The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L &amp; I.</p>	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes



1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
Scope of Work	Prune trees in CEJST identified area of city ROW to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk.	I understand and I agree
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge
Contractor Responsibilities	Representation of the City of Spokane and the USDA with responsibility and professionalism in conduct and appearance at all times while fulfilling contracts and interacting with the public.	I understand and I agree
Contractor Responsibilities	Secure tree pruning permit- can be one permit per project with the addresses of trees listed on the permit.	I understand and I agree
Contractor Responsibilities	Coordinate traffic control as required/consult with DSC and give notice to abutting property owner when needed regarding vehicle parking during operations to prevent property damage.	I understand and I agree
Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	I understand and I agree
Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise.	I understand and I agree

Contractor Responsibilities	When pruning is complete- Provide a 5-foot diameter of clean arborist wood chips around the tree at a depth of 3-4 inches and 2 inches away from the trunk. NOTE: The finished grade of arborist chips must be 1 inch or below the curb to prevent erosion into the street and not all sites will accommodate 3-4 inches of arborist chips so please use less in those instances.	I understand and I agree
Contractor Responsibilities	Ensure the required cleanup of all resulting debris from pruning activities. (Site Cleanup)	I understand and I agree
Contractor Responsibilities	The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of-way. Questions may be directed to the Public Works Permit Coordinator.	I understand and I agree
Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ's and links about the grant project and work being done.	I understand and I agree
Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	I understand and I agree
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Delk Management List of Fleet Items.docx
City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contract work that recognizes funding sources and project.	I understand and I agree
City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the project and the work being done.	I understand and I agree
Service Completion Timeline	A timeline within which jobs must be done will be specified on each specific notice to proceed/Task Order based on the size of the job. Distribution of jobs will be based on productivity of contractors. Contractors that are completing task orders on time will be awarded jobs before contractors that are not completing jobs on time.	Acknowledged and agreed. We will treat this contract as our top priority and will work extensively with the city to keep the jobs completed on time.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge

Safety Standards	All equipment utilized in the work performed shall be in full compliance with the most current revision of the American National Standards Institute, Standard Z-133.1 - Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush; and L&I requirements. The Contractor will be solely responsible for private and public property, pedestrian and vehicular safety and control, and must provide the necessary warning devices , barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the work site. Contractor must provide qualified supervision of each crew at all times while working under this contract.	I acknowledge
a.	Working in Proximity to Electrical Hazards - The Contractor's tree worker and the supervisor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree prior to any tree worker climbing, entering, or working around any tree. Contractor must take all prudent electrical safety measures that include shielding, de-energizing the line, or utilizing a qualified line clearance tree trimmer.	I acknowledge
b.	Protection of Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.	I acknowledge
c.	Protection of Underground Utilities - The Contractor shall be responsible for contacting the appropriate utility to locate underground utilities or services (including but not limited to electrical) in the work area that may be damaged by the Contractor's operation; in particular for any excavation stump grinding work. The Contractor will also locate and protect all utilities in the fall area or work zone.	I acknowledge
Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	I acknowledge
<b>WORKSITE REQUIREMENTS</b>		
Protection of Property	a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.	I understand and I agree
Protection of Property	b. Equipment shall not enter private property without written permission from the property owner.	I understand and I agree
Protection of Property	c. Vegetation surrounding trees should be disturbed as little as possible during tree work.	I understand and I agree

Protection of Property	d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.	I understand and I agree
Protection of Overhead Utilities	a. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.	I understand and I agree
Protection of Overhead Utilities	b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.	I understand and I agree
General Pruning Criteria	The Urban Forester or designee may prune or authorize at their discretion, the pruning of trees in city rights-of-way and on public property in accordance with criteria listed in section 12.02.965 of the urban forestry program ordinance, or when one (1) of the following criteria is met:	I understand and I agree
General Pruning Criteria	a. Any tree that presents an unacceptable risk due to structure, or disease	I understand and I agree
General Pruning Criteria	b. Any tree that obstructs a clear view of streets, critical public safety signs, traffic signals, streetlights, intersections, or interferes with the safe use of the street or sidewalk	I understand and I agree
General Pruning Criteria	c. Any tree that does not meet an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets	I understand and I agree
General Pruning Criteria	d. Any tree that is now or anticipated to be damaging public improvements or public utilities	I understand and I agree
General Pruning Criteria	e. Any tree that is designated as part of a scheduled city pruning program	I understand and I agree
General Pruning Criteria	f. Any tree on private property that overhangs the public rights-of-way and interferes with established criteria	I understand and I agree
Tree Pruning Permits	Permits are required by commercial tree services for pruning of any tree within the public rights of-way or on public property regardless of if the work is considered major or minor pruning. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit	I understand and I agree
Spokane Municipal Code section 10.25.010	International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. A permit is required for each work site address. All work sites are subject to pre and post inspections of the work site and work procedures. A permit is not required by property owners who may conduct minor pruning of branches according to the following criteria:	I understand and I agree
Spokane Municipal Code section 10.25.010	b. Pruning does not exceed 20% canopy loss	I understand and I agree

Spokane Municipal Code section 10.25.010	c. The tree is more than ten (10') feet from a power line	I understand and I agree
Spokane Municipal Code section 10.25.010	d. Pruning must be done in accordance with specifications and standards	I understand and I agree
Pruning Specifications and Standards	a. All pruning activity must be in accordance with ANSI Standard A300 (Part 1-Pruning).	I understand and I agree
Pruning Specifications and Standards	b. All equipment to be used and all work to be performed must be in accordance with the most current revision of the ANSI Standard Z133.1-2000 and A300-200 or as amended.	I understand and I agree
Pruning Specifications and Standards	c. Pruning cuts shall be made outside the branch collar, avoiding flush cuts and stub Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane	I understand and I agree
Pruning Specifications and Standards	d. Pruning tools shall be sharpened regularly to create clean cut margins.	I understand and I agree
Pruning Specifications and Standards	e. On trees known to have diseases, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known danger of transmitting the disease on tools.	I understand and I agree
Pruning Specifications and Standards	f. Care shall be taken to avoid unnecessary damage to the bark and cambium layer from rigging equipment. Ropes shall not come into direct contact with the crotch or other parts of the tree being retained or tied to the tree limb. Friction or cambium savers are to be used when accessing and rigging.	I understand and I agree
Pruning Specifications and Standards	g. Climbing spurs shall not be used in pruning operations except to perform an aerial rescue of an injured worker.	I understand and I agree
Pruning Specifications and Standards	h. If dropping limbs may cause damage to other trees or surrounding property, mechanical rigging techniques shall be used.	I understand and I agree
General Procedures for Tree Pruning	a. Dead branches greater than One and one-half Inch (1.5") or greater measured at the base of the branch should be removed from the canopy of all trees being pruned.	I understand and I agree
General Procedures for Tree Pruning	b. Remove no more than 20% of the tree's live tissue during any one (1) calendar year.	I understand and I agree
Specific Procedures for young trees	Young trees are typically less than 10 years old or are 2-3 years from the nursery. The primary purpose of pruning young trees is to improve the trunk and branch structure. Properly trained young trees will develop into structurally strong mature trees. The greatest pruning objective with young trees is the establishment of a central leader. When young tree pruning may be necessary, the following additional standards shall apply:	I understand and I agree
Specific Procedures for young trees	a. Remove dead, dying, damaged, diseased branches.	I understand and I agree
Specific Procedures for young trees	b. Select and establish one branch as the central leader.	I understand and I agree
Specific Procedures for young trees	c. Select the lowest permanent branch based on tree location/purpose.	I understand and I agree

Specific Procedures for young trees	d. Select and establish scaffold branches.	I understand and I agree
Specific Procedures for young trees	e. Select temporary branches below the lowest permanent branch to limit canopy loss to <20%, then remove or prune other branches.	I understand and I agree
Specific Procedures for medium to mature age trees	These trees will have larger limbs and tree scaffold structure. When medium to mature tree pruning may be necessary; the following additional standards shall apply:	I understand and I agree
Specific Procedures for medium to mature age trees	a. The weight on main scaffold limbs with included bark shall be reduced by approximately one-third (1/3) by removing some secondary branches toward the end of the limbs and/or removing the end of the branch using a reduction cut.	I understand and I agree
Specific Procedures for medium to mature age trees	b. If a tree divides into two (2) or more codominant leaders of equal size in the bottom two-thirds (2/3) of the tree, a dominant leader shall be selected. Reduce the end weight of all other codominant branches by approximately one-third (1/3) using	I understand and I agree
Strictly Prohibited	• Lions tailing • Internodal cuts or topping • Flush cuts • Thinning • Size reduction	I understand and I agree
<b>BID</b>		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	PW ITB #6222-24 Addendum #1 acknowledged and agreed.
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	tree3.pdf
<b>CONTRACTOR RESPONSIBILITY</b>		
#1	Provide Washington State Contractor's Registration No.	DELK***781MM
#2	Provide Contractor's U.B.I. Number	603121565
#3	Provide Contractor's Washington Employment Security Department Number	434441-01-8
#4	Provide Contractor's Washington Excise Tax Registration Number	45-2548973
#5	Provide Contractor's City of Spokane Business Registration Number	603121565 45-2548973 T24000354CTL
<b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</b>		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	I acknowledge
GRANT INFORMATION		
Nondiscrimination Statement	<p>In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <a href="https://www.ocio.usda.gov/document/ad-3027">https://www.ocio.usda.gov/document/ad-3027</a>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>.</p>	I understand and I agree

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	Tree Pruning - Trees 2" - 12"	Prune - Form/Structure	Base	task	1.00	\$230.00	\$230.00	
	Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising	Base	task	1.00	\$115.00	\$115.00	

Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising and Form/Structure	Base	task	1.00	\$345.00	\$345.00
Tree Pruning - Trees 2" - 12"	Prune - Remove hangers only (up to 5-6 max)	Base	task	1.00	\$230.00	\$230.00
Tree Pruning - Trees 2" - 12"	Prune -Crown Restore (example - post topping)	Base	task	1.00	\$460.00	\$460.00
Tree Pruning - Trees 2" - 12"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base	task	1.00	\$159.00	\$159.00
Tree Pruning - Trees 2" - 12"	Mulch - 5ft (no other task)	Base	task	1.00	\$45.00	\$45.00
Tree Pruning - Trees 2" - 12"	Crown clean (no other task)	Base	task	1.00	\$460.00	\$460.00
Tree Pruning - Trees 2" - 12"	Crown clean, CR Crown Raising	Base	task	1.00	\$575.00	\$575.00
Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure	Base	task	1.00	\$690.00	\$690.00
Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure, CR Crown Raising	Base	task	1.00	\$805.00	\$805.00
Street Obstruction for Pruning - Trees 2"-12"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	tree	1.00	\$50.00	\$50.00
Tree Pruning - Trees 13" - 24"	Prune - CR Crown Raising	Base	task	1.00	\$149.50	\$149.50
Tree Pruning - Trees 13" - 24"	Prune - Form/Structure	Base	task	1.00	\$299.00	\$299.00
Tree Pruning - Trees 13" - 24"	Prune - CR and Form/Structure	Base	task	1.00	\$448.50	\$448.50
Tree Pruning - Trees 13" - 24"	Prune - Remove hangars only (up to 5-6 max)	Base	task	1.00	\$299.00	\$299.00
Tree Pruning - Trees 13" - 24"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base	task	1.00	\$165.00	\$165.00



Tree Pruning - Trees 13" - 24"	Mulch - replenish only (no other tasks)	Base	task	1.00	\$55.00	\$55.00
Tree Pruning - Trees 13- 24"	Crown clean (no other task)	Base	task	1.00	\$598.00	\$598.00
Tree Pruning - Trees 13- 24"	Crown clean, CR Crown Raising	Base	task	1.00	\$747.50	\$747.50
Tree Pruning - Trees 13- 24"	Crown clean, Form/Structure	Base	task	1.00	\$897.00	\$897.00
Tree Pruning - Trees 13- 24"	Crown clean, Form/Structure, CR Crown Raising	Base	task	1.00	\$1,046.50	\$1,046.50
Street Obstruction for Pruning - Trees 13-24"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	tree	1.00	\$75.00	\$75.00
Tree Pruning - Trees 25"+	Prune - Form/Structure	Base	task	1.00	\$575.00	\$575.00
Tree Pruning - Trees 25"+	Prune - Crown Raising	Base	task	1.00	\$287.50	\$287.50
Tree Pruning - Trees 25"+	Prune - CR and Form/Structure	Base	task	1.00	\$862.50	\$862.50
Tree Pruning - Trees 25"+	Prune - Remove hangars only (up to 5-6 max)	Base	task	1.00	\$575.00	\$575.00
Tree Pruning - Trees 25"+	Mulch (for pruning locations, leave mulch when specified around the tree - 8ft diameter circle (or to match site)	Base	task	1.00	\$105.00	\$105.00
Tree Pruning - Trees 25"+	Mulch - replenish only (no other tasks)	Base	task	1.00	\$78.00	\$78.00
Tree Pruning - Trees 25"+	Crown clean (no other task)	Base	task	1.00	\$1,150.00	\$1,150.00
Tree Pruning - Trees 25"+	Crown clean, CR Crown Raising	Base	task	1.00	\$1,437.50	\$1,437.50
Tree Pruning - Trees 25"+	Crown clean, Form/Structure	Base	task	1.00	\$1,725.00	\$1,725.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure, CR Crown Raising	Base	task	1.00	\$2,012.50	\$2,012.50
Street Obstruction for Pruning - Trees 25"+	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	tree	1.00	\$100.00	\$100.00
<b>Total Base Bid</b>	<b>\$17,852.00</b>					

## Delk Management List of City of Spokane/County Tree Work Projects

- **Underhill Park Improvements**
- **2024 Local Chip Seal**
- **2023 Arterial G&O**
- **064 - Market/Monroe/29th G&O**
- **065 - Washington/29th/Monroe/Lincoln G&O**
- **Columbia Drive (Girard Ln. To Northwood Dr.)**

# **Delk Management List of Fleet Items**

## **(Tree Work Use Only)**

- **2011 Freightliner with Bucket Attachment and Box**
- **2023 Chevy 5500 with Box**
- **2024 GMC Sierra 2500 Chase Truck**
- **2023 Ford F550 with flat bed for plant transportation**
- **2024 Ram 5500 with 300' Electric Hose Reel and 535-gallon water tank**
- **2023 Big Tex Landscape Trailer 70TV**
- **2023 BIG TEX DUMP TRAILER 14LP**
- **2024 Morbark Eger Beaver 1415 Brush Chipper**

**SUBCONTRACTOR LIST**

PROJECT NAME= :PW \T3 e/2-z-14

**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 Nort\, 5-h r :1:Wh, vrr, es 1ILL,

TYPE OF WORK/BID ITEM :D:a :t.L CeV\6l

AMOUNT -1-Bb -----

CONTRACTOR'S REGISTRATION No. tJor;tHSE 01:YSS-

CONTRACTOR/SUPPLIER \$po lu:Ju :G:fl,tt c ContfnL

TYPE OF WORK/BID ITEM I ya..5£ ( , Lo V\trDI

AMOUNT ,B-D -----

CONTRACTOR'S REGISTRATION NO. sro KAT 92 3PA

CONTRACTOR/SUPPLIER -----

TYPE OF WORK/BID ITEM -----

AMOUNT -----

CONTRACTOR'S REGISTRATION NO. -----

CONTRACTOR/SUPPLIER -----

TYPE OF WORK/BID ITEM -----

AMOUNT -----

CONTRACTOR'S REGISTRATION NO. -----

--- NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



**License Information:**

[New search](#) [Back to results](#)

**Entity name:** DELK MANAGEMENT LLC

**Business name:** DELK MANAGEMENT LLC DBA DELK

**Entity type:** [Limited Liability Company](#)

**UBI#:** 603-121-565

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 6206 N HARVARD RD  
NEWMAN LAKE WA 99025-8545

**Mailing address:** PO BOX 1026  
OTIS ORCHARDS WA 99027-1026

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

**Endorsements**

Endorsements held at this location	License#	Count	Details	Status	Expiration date	First issuance date
<a href="#">Asotin County General Business - Non-Resident</a>				Active	Jun-30-2025	Jun-30-2023
<a href="#">Cheney General Business - Non-Resident</a>				Active	Jun-30-2025	Jul-06-2023
<a href="#">Clarkston General Business - Non-Resident</a>				Active	Jun-30-2025	Jul-17-2023
<a href="#">Colville General Business - Non-Resident</a>				Active	Jun-30-2025	Jun-30-2023
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Jun-30-2025	Jun-26-2013
<a href="#">Northport General Business - Non-Resident</a>				Active	Jun-30-2025	Jul-05-2023
<a href="#">Nursery Retail Plant Seller/Installer</a>				Active	Jun-30-2025	Mar-02-2023
<a href="#">Pullman General Business - Non-Resident</a>				Active	Jun-30-2025	Jun-30-2023
<a href="#">Republic General Business - Non-Resident</a>				Active	Jun-30-2025	Jul-10-2023
<a href="#">Ritzville General Business - Non-Resident</a>				Active	Jun-30-2025	Jun-30-2023



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2025	Jun-24-2013
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Jun-17-2011

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

Owners and officers	Title
THORPE, COREY	

## Registered Trade Names

Registered trade names	Status	First issued
DELK	Active	Jul-07-2022
DELK MANAGEMENT LLC DBA DELK	Active	Jan-18-2022
DELK OUTDOORS	Active	Jun-30-2023

The Business Lookup information is updated nightly. Search date and time: 2/27/2025 2:57:18 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NEWKIRK AGENCY LLC 164 S WASHINGTON ST STE 600 SPOKANE, WA 99201	<b>CONTACT NAME:</b> ERIN NEWKIRK <b>PHONE (A/C, No, Ext):</b> (509)309-3925 <b>E-MAIL:</b> ERIN@NEWKIRKAGENCY.COM <b>ADDRESS:</b> <b>FAX (A/C, No):</b> (509)290-5491														
<b>INSURED</b> DELK MANAGEMENT LLC DBA: DELK PO BOX 39 LIBERTY LAKE, WA 99019	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Northfield Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Kinsale Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Ohio Security Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D : Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Northfield Insurance Company		INSURER B : Kinsale Insurance Company		INSURER C : Ohio Security Insurance Company		INSURER D : Ohio Casualty Insurance Company		INSURER E :		INSURER F :	
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INSURER D : Ohio Casualty Insurance Company															
INSURER E :															
INSURER F :															

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	WS-536389	12/13/2024	12/13/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b>	X	X	BAS64172649	12/13/2024	12/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	0100273312-1	12/13/2024	12/13/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below			WS-536389	12/13/2024	12/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<b>INLAND MARINE / EQUIP PROPERTY</b>			BMO64172649 BFS064172649	12/13/2024 12/13/2024	12/13/2025 12/13/2025	515,445 includes leased equip BUILDING 655,764 BPP 100,000

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

Certificate holder is named as and additional insured.

### CERTIFICATE HOLDER

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

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Erin Newkirk* ERN

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	UFTC			<b>Committee meeting date:</b> 3/4/2025	
<b>Requester</b>	Amber Ramirez		<b>Phone number:</b> 509-363-5499		
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input checked="" type="radio"/> Action	
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order	<input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)					
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 2	<b>Master Plan Priority Tier:</b> First (pg. 171-175)			
<b>Item title:</b> (Use exact language noted on the agenda)	The F.A. Bartlett Tree Expert Company -Tree Equity Spokane - On Call/As Needed Tree Pruning - NTE \$400,000, contingent upon available funding				
<b>Begin/end dates</b>	Begins: 03/10/2025	Ends: 03/10/2027	<input type="checkbox"/>	06/01/2525	
<b>Background/history:</b>	On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to perform high needs pruning across 15 neighborhoods included in the project boundary in areas of Spokane identified as overburdened and underserved. Work will occur in public right-of-ways, City properties and school properties.				
<b>Motion wording:</b>	Motion to approve The F.A. Bartlett Tree Expert Company -Tree Equity Spokane - On Call/As Needed Tree Pruning - NTE \$400,000, contingent upon available funding				
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No				
If so, who/what department, agency or company: The F.A. Bartlett Tree Expert Company					
Name: Joe Zubaly		Email address: jzubaly@Bartlett.com		Phone: 208-640-6401	
<b>Distribution:</b>	Katie Kosanke Garrett Jones				
Parks – Accounting Parks – Sarah Deatrach Requester: Amber Ramirez Grant Management Department/Name:					
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue					
Amount:	Budget code:				
400,000	Expense: 1390-95855-76903-54201				
400,000	Revenue: 1390-95855-76903-33310				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor					
<b>Supporting documents:</b>					
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)				
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)				
<input checked="" type="checkbox"/> UBI: 602-831-916 Business license expiration date: 5/31/25	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				





**CITY OF SPOKANE**  
**PARKS AND RECREATION DEPARTMENT**  
  
**PUBLIC WORKS AGREEMENT**  
  
**Title: TREE PRUNING – ON CALL – AS NEEDED**

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 **THE F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Avenue, Suite No. 3, Spokane Valley, Washington 99206 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6222-24 issued by the City of Spokane.*

*WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARD OF DOMESTIC GRANT 24-DG-11062765-157; and*

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

- 1. TERM OF AGREEMENT.**  
The term of this Agreement begins on March 10, 2025, and ends on March 10, 2027, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**  
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**  
The Contractor shall provide On-Call, As-Needed Tree Pruning Services for the City of Spokane Parks and Recreation Department.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

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

**8. 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.

**9. INDEMNIFICATION.**

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

4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. SUBCONTRACTOR RESPONSIBILITY.**

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

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**THE F.A. BARTLETT TREE EXPERT COMPANY**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

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

25-017a

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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





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

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

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

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

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

## Bid Response Summary

**Bid Number** PW ITB 6222-24  
**Bid Title** Tree Pruning - on call - as needed  
**Due Date** Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** The F.A. Bartlett Tree Expert Company  
**Submitted By** Joseph Zubaly - Monday, September 23, 2024 12:09:27 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 jzubaly@bartlett.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6 at 11:00 am at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201	I understand and I agree
	OBJECTIVE	Prune trees in CEJST (Climate & Economic Justice Screening Tool) identified area of city ROW (Right of Way), Parks, City Properties and other public properties such as schools to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk. All work shall be performed according to ANSI A3000 tree care standards and the Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane, in effect of the date of this proposal.	I acknowledge
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CC- Major deadwood - 1.5" + diameter branches	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> CR- Clearance to city specifications for 14' over streets and 8' over sidewalks and pruning back from signage when needed	I understand and I agree
	GENERAL PRESCRIPTION - Addressing Major issues:	<input type="checkbox"/> Develop a dominant stem and scaffold branches appropriate for the species and to prevent major issues.	I understand and I agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	QUALIFICATION	Current City commercial tree service license holder	I understand and I agree
	QUALIFICATION	Submittal of successful large scale pruning project examples preferred.	I understand and I agree
	QUALIFICATION	No violations or written warnings from the City of Spokane in the last year	I understand and I agree

AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. A secondary contract may also be awarded. Unsuccessful Contractors will not automatically be notified of results. The contract(s) that is awarded from this Request for Bids will be a two (2) year contract with two (2) optional one-year renewals.	I acknowledge
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge
MULTI-YEAR CONTRACT	For multi-year contracts and/or contracts renewals, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I understand and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
GUARANTEE	The Contractor guarantees all work for final acceptance. If correction is required, the Contractor shall immediately place the work in to a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense in order to receive final payment.	I understand and I agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	2-4 depending on size of trees in task order
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. If the person listed is NOT the person authorized to sign a contract with the City of Spokane, please give the name and email address of the person authorized to sign a contract as well.	Joseph R. Zubaly 208-640-6401 jzubaly@bartlett.com Signer: dmarren@bartlett.com Contracts@bartlett.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	

CONTRACT TERMINATION	The City has the ability to terminate the contract if the scope of work is not being met and/or after two (2) warnings from the City of Spokane.	I understand and I agree
PROPRIETARY INFORMATION	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree
INTERLOCAL LANGUAGE	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.	I understand and I agree
GLOSSARY	CC - Crown Cleaning - Selective pruning to remove one (1) or more of the following parts: dead, dying, diseased, and/or broken branches.	I understand and I agree
GLOSSARY	CR- Crown Raising is achieving an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets on mature trees.	I understand and I agree
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge
1.	A payment/performance bond is NOT required	I acknowledge
2.	Statutory retainage is NOT required	I acknowledge
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge
E.	Filing Fees	Yes
1.	<p>The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L &amp; I.</p>	I acknowledge

F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
Scope of Work	Prune trees in CEJST identified area of city ROW to- Manage Health, Improve Structure, Provide Clearance, and Manage Risk.	I understand and I agree
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge
Contractor Responsibilities	Representation of the City of Spokane and the USDA with responsibility and professionalism in conduct and appearance at all times while fulfilling contracts and interacting with the public.	I understand and I agree
Contractor Responsibilities	Secure tree pruning permit- can be one permit per project with the addresses of trees listed on the permit.	I understand and I agree
Contractor Responsibilities	Coordinate traffic control as required/consult with DSC and give notice to abutting property owner when needed regarding vehicle parking during operations to prevent property damage.	I understand and I agree
Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	I understand and I agree

Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise.	I understand and I agree
Contractor Responsibilities	When pruning is complete- Provide a 5-foot diameter of clean arborist wood chips around the tree at a depth of 3-4 inches and 2 inches away from the trunk. NOTE: The finished grade of arborist chips must be 1 inch or below the curb to prevent erosion into the street and not all sites will accommodate 3-4 inches of arborist chips so please use less in those instances.	I understand and I agree
Contractor Responsibilities	Ensure the required cleanup of all resulting debris from pruning activities. (Site Cleanup)	I understand and I agree
Contractor Responsibilities	The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of-way. Questions may be directed to the Public Works Permit Coordinator.	I understand and I agree
Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ's and links about the grant project and work being done.	I understand and I agree
Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	I understand and I agree
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Equip list.xlsx
City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contract work that recognizes funding sources and project.	I understand and I agree
City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the project and the work being done.	I understand and I agree
Service Completion Timeline	A timeline within which jobs must be done will be specified on each specific notice to proceed/Task Order based on the size of the job. Distribution of jobs will be based on productivity of contractors. Contractors that are completing task orders on time will be awarded jobs before contractors that are not completing jobs on time.	OK
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge

Safety Standards	All equipment utilized in the work performed shall be in full compliance with the most current revision of the American National Standards Institute, Standard Z-133.1 - Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush; and L&I requirements. The Contractor will be solely responsible for private and public property, pedestrian and vehicular safety and control, and must provide the necessary warning devices , barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the work site. Contractor must provide qualified supervision of each crew at all times while working under this contract.	I acknowledge
a.	Working in Proximity to Electrical Hazards - The Contractor's tree worker and the supervisor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree prior to any tree worker climbing, entering, or working around any tree. Contractor must take all prudent electrical safety measures that include shielding, de-energizing the line, or utilizing a qualified line clearance tree trimmer.	I acknowledge
b.	Protection of Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.	I acknowledge
c.	Protection of Underground Utilities - The Contractor shall be responsible for contacting the appropriate utility to locate underground utilities or services (including but not limited to electrical) in the work area that may be damaged by the Contractor's operation; in particular for any excavation stump grinding work. The Contractor will also locate and protect all utilities in the fall area or work zone.	I acknowledge
Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	I acknowledge
<b>WORKSITE REQUIREMENTS</b>		
Protection of Property	a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.	I understand and I agree
Protection of Property	b. Equipment shall not enter private property without written permission from the property owner.	I understand and I agree



Protection of Property	c. Vegetation surrounding trees should be disturbed as little as possible during tree work.	I understand and I agree
Protection of Property	d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.	I understand and I agree
Protection of Overhead Utilities	a. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.	I understand and I agree
Protection of Overhead Utilities	b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.	I understand and I agree
General Pruning Criteria	The Urban Forester or designee may prune or authorize at their discretion, the pruning of trees in city rights-of-way and on public property in accordance with criteria listed in section 12.02.965 of the urban forestry program ordinance, or when one (1) of the following criteria is met:	I understand and I agree
General Pruning Criteria	a. Any tree that presents an unacceptable risk due to structure, or disease	I understand and I agree
General Pruning Criteria	b. Any tree that obstructs a clear view of streets, critical public safety signs, traffic signals, streetlights, intersections, or interferes with the safe use of the street or sidewalk	I understand and I agree
General Pruning Criteria	c. Any tree that does not meet an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets	I understand and I agree
General Pruning Criteria	d. Any tree that is now or anticipated to be damaging public improvements or public utilities	I understand and I agree
General Pruning Criteria	e. Any tree that is designated as part of a scheduled city pruning program	I understand and I agree
General Pruning Criteria	f. Any tree on private property that overhangs the public rights-of-way and interferes with established criteria	I understand and I agree
Tree Pruning Permits	Permits are required by commercial tree services for pruning of any tree within the public rights of-way or on public property regardless of if the work is considered major or minor pruning. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit	I understand and I agree
Spokane Municipal Code section 10.25.010	International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. A permit is required for each work site address. All work sites are subject to pre and post inspections of the work site and work procedures. A permit is not required by property owners who may conduct minor pruning of branches according to the following criteria:	I understand and I agree

Spokane Municipal Code section 10.25.010	b. Pruning does not exceed 20% canopy loss	I understand and I agree
Spokane Municipal Code section 10.25.010	c. The tree is more than ten (10') feet from a power line	I understand and I agree
Spokane Municipal Code section 10.25.010	d. Pruning must be done in accordance with specifications and standards	I understand and I agree
Pruning Specifications and Standards	a. All pruning activity must be in accordance with ANSI Standard A300 (Part 1-Pruning).	I understand and I agree
Pruning Specifications and Standards	b. All equipment to be used and all work to be performed must be in accordance with the most current revision of the ANSI Standard Z133.1-2000 and A300-200 or as amended.	I understand and I agree
Pruning Specifications and Standards	c. Pruning cuts shall be made outside the branch collar, avoiding flush cuts and stub Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane	I understand and I agree
Pruning Specifications and Standards	d. Pruning tools shall be sharpened regularly to create clean cut margins.	I understand and I agree
Pruning Specifications and Standards	e. On trees known to have diseases, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known danger of transmitting the disease on tools.	I understand and I agree
Pruning Specifications and Standards	f. Care shall be taken to avoid unnecessary damage to the bark and cambium layer from rigging equipment. Ropes shall not come into direct contact with the crotch or other parts of the tree being retained or tied to the tree limb. Friction or cambium savers are to be used when accessing and rigging.	I understand and I agree
Pruning Specifications and Standards	g. Climbing spurs shall not be used in pruning operations except to perform an aerial rescue of an injured worker.	I understand and I agree
Pruning Specifications and Standards	h. If dropping limbs may cause damage to other trees or surrounding property, mechanical rigging techniques shall be used.	I understand and I agree
General Procedures for Tree Pruning	a. Dead branches greater than One and one-half Inch (1.5") or greater measured at the base of the branch should be removed from the canopy of all trees being pruned.	I understand and I agree
General Procedures for Tree Pruning	b. Remove no more than 20% of the tree's live tissue during any one (1) calendar year.	I understand and I agree
Specific Procedures for young trees	Young trees are typically less than 10 years old or are 2-3 years from the nursery. The primary purpose of pruning young trees is to improve the trunk and branch structure. Properly trained young trees will develop into structurally strong mature trees. The greatest pruning objective with young trees is the establishment of a central leader. When young tree pruning may be necessary, the following additional standards shall apply:	I understand and I agree
Specific Procedures for young trees	a. Remove dead, dying, damaged, diseased branches.	I understand and I agree

Specific Procedures for young trees	b. Select and establish one branch as the central leader.	I understand and I agree
Specific Procedures for young trees	c. Select the lowest permanent branch based on tree location/purpose.	I understand and I agree
Specific Procedures for young trees	d. Select and establish scaffold branches.	I understand and I agree
Specific Procedures for young trees	e. Select temporary branches below the lowest permanent branch to limit canopy loss to <math>\leq 20\%</math>, then remove or prune other branches.	I understand and I agree
Specific Procedures for medium to mature age trees	These trees will have larger limbs and tree scaffold structure. When medium to mature tree pruning may be necessary; the following additional standards shall apply:	I understand and I agree
Specific Procedures for medium to mature age trees	a. The weight on main scaffold limbs with included bark shall be reduced by approximately one-third ( $\frac{1}{3}$ ) by removing some secondary branches toward the end of the limbs and/or removing the end of the branch using a reduction cut.	I understand and I agree
Specific Procedures for medium to mature age trees	b. If a tree divides into two (2) or more codominant leaders of equal size in the bottom two-thirds ( $\frac{2}{3}$ ) of the tree, a dominant leader shall be selected. Reduce the end weight of all other codominant branches by approximately one-third ( $\frac{1}{3}$ ) using	I understand and I agree
Strictly Prohibited	• Lions tailing • Internodal cuts or topping • Flush cuts • Thinning • Size reduction	I understand and I agree
<b>BID</b>		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	I am in receipt of Addendum 1 and it's requirements are included in this Bid
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M - pruning.docx
<b>CONTRACTOR RESPONSIBILITY</b>		
#1	Provide Washington State Contractor's Registration No.	FABARBT921MW
#2	Provide Contractor's U.B.I. Number	602831916
#3	Provide Contractor's Washington Employment Security Department Number	15989500
#4	Provide Contractor's Washington Excise Tax Registration Number	602831916
#5	Provide Contractor's City of Spokane Business Registration Number	T19000197CTL

<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</p>	
<p>#1</p>	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p> <p>I acknowledge</p>
<p>GRANT INFORMATION</p>	
<p>Nondiscrimination Statement</p>	<p>In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <a href="https://www.ocio.usda.gov/document/ad-3027">https://www.ocio.usda.gov/document/ad-3027</a>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>.</p> <p>I understand and I agree</p>

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
<p>BID</p>								

Tree Pruning - Trees 2" - 12"	Prune - Form/Structure	Base task	1.00	\$145.00	\$145.00
Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising	Base task	1.00	\$109.00	\$109.00
Tree Pruning - Trees 2" - 12"	Prune - CR Crown Raising and Form/Structure	Base task	1.00	\$145.00	\$145.00
Tree Pruning - Trees 2" - 12"	Prune - Remove hangers only (up to 5-6 max)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 2" - 12"	Prune -Crown Restore (example - post topping)	Base task	1.00	\$145.00	\$145.00
Tree Pruning - Trees 2" - 12"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 2" - 12"	Mulch - 5ft (no other task)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 2" - 12"	Crown clean (no other task)	Base task	1.00	\$145.00	\$145.00
Tree Pruning - Trees 2" - 12"	Crown clean, CR Crown Raising	Base task	1.00	\$145.00	\$145.00
Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure	Base task	1.00	\$145.00	\$145.00
Tree Pruning - Trees 2" - 12"	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$145.00	\$145.00
Street Obstruction for Pruning - Trees 2"-12"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$250.00	\$250.00

Tree Pruning - Trees 13" - 24"	Prune - CR Crown Raising	Base task	1.00	\$290.00	\$290.00
Tree Pruning - Trees 13" - 24"	Prune - Form/Structure	Base task	1.00	\$950.00	\$950.00
Tree Pruning - Trees 13" - 24"	Prune - CR and Form/Structure	Base task	1.00	\$990.00	\$990.00
Tree Pruning - Trees 13" - 24"	Prune - Remove hangars only (up to 5-6 max)	Base task	1.00	\$575.00	\$575.00
Tree Pruning - Trees 13" - 24"	Mulch (for pruning locations, leave mulch when specified around the trees - 8ft diameter circle (or to match site)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 13" - 24"	Mulch - replenish only (no other tasks)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 13-24"	Crown clean (no other task)	Base task	1.00	\$950.00	\$950.00
Tree Pruning - Trees 13-24"	Crown clean, CR Crown Raising	Base task	1.00	\$990.00	\$990.00
Tree Pruning - Trees 13-24"	Crown clean, Form/Structure	Base task	1.00	\$1,150.00	\$1,150.00
Tree Pruning - Trees 13-24"	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$1,250.00	\$1,250.00
Street Obstruction for Pruning - Trees 13-24"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$550.00	\$550.00
Tree Pruning - Trees 25"+	Prune - Form/Structure	Base task	1.00	\$1,310.00	\$1,310.00

Tree Pruning - Trees 25"+	Prune - Crown Raising	Base task	1.00	\$290.00	\$290.00
Tree Pruning - Trees 25"+	Prune - CR and Form/Structure	Base task	1.00	\$1,350.00	\$1,350.00
Tree Pruning - Trees 25"+	Prune - Remove hangars only (up to 5-6 max)	Base task	1.00	\$725.00	\$725.00
Tree Pruning - Trees 25"+	Mulch (for pruning locations, leave mulch when specified around the tree - 8ft diameter circle (or to match site)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 25"+	Mulch - replenish only (no other tasks)	Base task	1.00	\$72.00	\$72.00
Tree Pruning - Trees 25"+	Crown clean (no other task)	Base task	1.00	\$1,275.00	\$1,275.00
Tree Pruning - Trees 25"+	Crown clean, CR Crown Raising	Base task	1.00	\$1,350.00	\$1,350.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure	Base task	1.00	\$1,650.00	\$1,650.00
Tree Pruning - Trees 25"+	Crown clean, Form/Structure, CR Crown Raising	Base task	1.00	\$1,750.00	\$1,750.00
Street Obstruction for Pruning - Trees 25"+	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base tree	1.00	\$850.00	\$850.00
<b>Total Base Bid</b>				\$20,123.00	

Make	Model	Year
Freightlin	M2	2018
Freightlin	M2106	2017
Altec	LR7-60	2017
Freightlin	M2	2018
Altec	LR7-60E7	2018
Freightlin	M2	2020
Freightlin	M2	2019
Freightlin	M2-106	2021
Chevy	51500	2021
Ford	F7520	2024
GMC	Sierra	2017
Isuzu	NPR	2007
Isuzu	NPR	2012
Isuzu	NPR	2018
Isuzu	NPR	2023
Mercedes	Sprinter	2023
Toyota	Rav4 LE	2022
Toyota	Rav4 LE	2022
Volkswa	Tiguan	2022
Subaru	Crosstre	2024
Bandit	GM5.7 16	2017
Vermeer	BC1500	2021
Morbark	Eeger Be	2022
Bandit	15XP	2023
Vermeer	SC362	2018
Vermeer	SC70TX	2020
Vermeer	SC382	2015
Vermeer	6FT-1 Drop Deck Tilt	
BigT	14X7	2017
PJTM	16 FB	2013
Vern	TLR33	2017
CMSU	5CAM612	2019
Bobcat	Root Rak	2014
Little Hel	Log Dolly	2016
Imperial	LB-10-16	2024
Bobcat	T550 T4	2019
Doosan	C185WD	2022



**SUBCONTRACTOR LIST**

**PROJECT NAME:** \_\_\_\_No subs required\_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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



< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** THE F.A. BARTLETT TREE EXPERT COMPANY

**Business name:** BARTLETT TREE EXPERTS

**Entity type:** [Profit Corporation](#)

**UBI#:** 602-831-916

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 11120 E EMPIRE AVE  
STE 3  
SPOKANE VALLEY WA 99206-4583

**Mailing address:** 11120 E EMPIRE AVE  
STE 3  
SPOKANE VALLEY WA 99206-4583

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>				Active	May-31-2025	May-01-2018
<a href="#">Spokane Valley General Business</a>				Active	May-31-2025	Jan-19-2018

( Page 1 of 2 )

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

Owners and officers	Title
BARTLETT JR., ROBERT	
BEDOSKY, JOHN J.	
DANIELS, GREGORY S.	
DILLON, ANN H.	
DONNELLY, CAROL J.	
FARIN, MATTHEW J.	
FRANKLIN, ROBERT M.	



Owners and officers	Title
GIALLONGO, REYNO A.	
HUBBARD, ELIZABETH B	
INGRAM, JAMES B	
KABURECK, GEORGE R	
KIJEK, CAROL A.	
MULVEY, JOHN J.	
PALOMBA, GARY C.	
SIGNORINI, JOHN E	

## Registered Trade Names

Registered trade names	Status	First issued
BARTLETT TREE EXPERTS	Active	Jul-08-2008
URBAN FORESTRY SERVICES - BARTLETT CONSULTING	Active	Jul-30-2019

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The Business Lookup information is updated nightly. Search date and time: 2/27/2025 2:56:01 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

1/16/2025

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

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

<b>PRODUCER</b> York International Agency, LLC Attn. bartlettcert@yorkintl.com 500 Mamaroneck Avenue Harrison NY 10528	<b>CONTACT NAME:</b> rtgN:o. Ext: 914-376-2200 ::DAJ ss: info@yorkintl.com	<b>FAX</b> I A/C, Nol: 914-376-2891
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Casualty and Surety Comoanv	<b>NAIC#</b> 19038
<b>INSURED</b> The F.A. Bartlett Tree Expert Company 1290 East Main Street Stamford CT 06902	<b>INSURER B:</b> Federal Insurance Company	
	<b>INSURERC:</b> Travelers Prooerty Casualty Comoanv of America	
	<b>INSURERD:</b>	
	<b>INSURERE:</b>	
<b>INSURERF:</b>		<b>INSURER G:</b>

COVERAGES CERTIFICATE NUMBER: 640318730 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF IMM/DD/YYYY	POLICY EXP IMM/DD/YYYY	LIMITS		
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE [8] OCCUR  GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT D Loc OTHER			TC2J-GLSA-1005A 129-TIL-24	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000 \$2,000,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$2,000,000	
							GENERAL AGGREGATE	\$5,000,000	
							PRODUCTS - COMPROP AGG	\$4,000,000	
								\$	
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NONOWNED AUTOS ONLY			TC2J-CAP-1005A130-TIL-24	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$3,000,000 \$ \$ \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESSLIAB MOCCUR CLAIMSMADE DED I RETENTION \$			79752542	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000 \$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		UB-7N673715-24-51-R UB-7N781486-24-51-K	12/1/2024 12/1/2024	12/1/2025 12/1/2025	<input checked="" type="checkbox"/> OTHER	EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Spokane is included as an additional insured with respect to Commercial General Liability, Automobile Liability, and Umbrella Liability for work performed by The F.A. Bartlett Tree Expert Company where required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies in favor of the additional insureds.

<b>CERTIFICATE HOLDER</b>  City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE P-
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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land	<b>Committee meeting date:</b> March 5, 2025	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 1	<b>Master Plan Priority Tier:</b> First (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Romtec Inc. / Make Beacon Hill Public Phase 2 Restroom Building Purchase (\$124,618.00 plus tax)		
<b>Begin/end dates</b>	Begins: 03/05/2025	Ends: 03/05/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Beacon Hill Phase Two's construction contract includes an Owner Furnished/Contractor Installed restroom building. The construction contract is expected to be awarded by Park Board on March 13, 2025. If approved, Parks is obligated to furnish the design and materials to the Contractor. Parks Staff, solicited ROMTEC via Washington State DES Master Contract #081721-RMT and received the attached proposal for the specified restroom on 2/18/2025. The DES master contract is a pre-negotiated contract based on competitive bidding. The result is a 5% price discount from regular retail prices.</p> <p>Parks Staff reviewed the proposal and recommends Park Board approval.</p>			
<b>Motion wording:</b>			
Motion to approve Beacon Hill Phase II - Camp Sekani Restroom Building Design & Supply Purchase Order with ROMTEC in the amount of \$124,618.00 (plus tax) from park funds.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: ROMTEC, Inc.			
Name: Travis Olson		Email address: travis.olson@romtec.com	Phone: 541 496-3541
<b>Distribution:</b>			
Parks – Accounting		nhamad @spokanecity.org	
Parks – Sarah Deatrach		tprince@spokanecity.org	
Requester: bellison@spokanecity.org		cdooley@romtec.com	
Grant Management Department/Name:		jmurphy@romtec.com	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$124,618.00 (plus tax)		Budget code: 1950-54920-94000-56301-48082	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)			
<input type="checkbox"/> Business license	Expiration date:	TBA	<input type="checkbox"/> Insurance Certificate

# PURCHASE REQUISITION



## PURCHASE REQUISITION

**DATE:** 20-Feb-25

**APPROVED:** Berry S. Ellison

**Division:** Parks & Recreation      **Ship To:** City of Spokane Parks and Recreation/Camp Sekani Park  
3707 E Upriver Dr Spokane, WA 99212

**Requester:** Berry Ellison      **Attn:** Berry Ellison

**Acct. #:** 1950-54920-94000-56301-48082

**P.O. #:** \_\_\_\_\_

**Name:** Romtec, Inc.      **Contact Person:** Travis Olson

**Address:** 18240 North Bank Rd      **Phone #:** 541-496-3541

**City:** Roseburg      **State:** OR      **Zip:** 97470

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
1		<b>Camp Sekani Vault Restroom</b>		\$ 123,799.00
		<b>Sub Total:</b>		\$ 123,799.00
		<b>State Master Contract# 081721-RMT</b>		
		<b>Washington DES Master Contract Discount</b>	5% Discount	( <b>\$6,190.00</b> )
		<b>Proposal/PO #02620</b>		
		<b>Shipping/Freight:</b>		\$7,009.00
<b>TOTAL:</b>			<b>\$</b>	<b>124,618.00</b>
<b>TAX:</b>			<b>\$</b>	<b>11,215.62</b>
<b>GRAND TOTAL</b>			<b>\$</b>	<b>135,833.62</b>



# Preliminary Scope of Supply and Services

**Building Supply Only**

Project:	Camp Sekani Trailhead Vault Restroom
Customer:	City of Spokane
Location:	Spokane, WA
Date:	February 18, 2025

## Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

## **Section 1 – Romtec Scope**

### **1. Process – Start to Finish**

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

#### **A. Romtec Provides a Quote/Proposal**

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

#### **B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form**

1. Romtec and the customer will finalize the agreed payment schedule.

#### **C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)**

1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

#### **D. Customer reviews and comments on the SSDS**

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

#### **E. Customer Approves the SSDS and releases Romtec to begin production**

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

#### **F. Romtec provides the Full Sealed Plan Set**

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec’s standard electronic format (and no other) for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec’s standard plan size is 11”x17”.

#### **G. The local building department reviews and comments on the Romtec plans**

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

#### **H. The local building department approves the revised Romtec plans**

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

#### **I. Romtec delivers the completed building package**

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec’s warranty period begins.



## 2.Key Notes

- A. Romtec will design and supply the building package defined herein. Any changes or additions, including color selections, may result in a price change.
- B. The following are important clarifications regarding this proposal.
  1. Power to the exterior lights to be supplied by the site electrical panel. The electrical panel is excluded from the Romtec scope.

## 3.Romtec Scope of Materials Supply

### A. Structure

1. Walls: Split-face, mortar joint, concrete masonry units (aka CMU or “concrete blocks”)
  - a. Block color: **Tan**
  - b. Cove base for interior restroom walls: tile
  - c. Exterior siding accent to be stone veneer in **Earth Blend River Rock**.
2. Windows and Vents: Polycarbonate gable windows and kick proof wall vents for natural ventilation
  - a. Steel frames and vents powder coated **black**
3. Doors, frames, hardware: Steel
  - a. Hinges: Stainless steel, ball bearing
  - b. Door Closers: Grade 1 heavy duty
  - c. Kick Plates: Stainless steel
  - d. Door Locks: Interconnected lock with occupancy indicator.
4. Roof System: Glulam beams
  - a. Ceiling Finish: 2x6 tongue and groove decking
  - b. Skylight for center stall: 24x24 deck mount.
  - c. Roofing Finish: Metal Panels
    - i. Fabral, 26-gauge, Horizon 16, Standing Seam
    - ii. Color selected by **owner** from manufacturer’s standard chart

### B. Waterless Restroom Fixtures

1. Toilet: Polyethylene riser, seat, lid, and stainless-steel safety bars.
2. Vault: 1000-gallon, Reinforced LLDPE (polyethylene).
3. Vent pipe: HDPE (polyethylene)
4. Toilet paper dispenser: Stainless steel, wall-mount, 3-roll
5. Waterless hand sanitizer dispenser: Stainless steel, wall-mount

### C. Electrical Fixtures

1. Exterior light: Wall cylinder, LED downlight controlled by photocell.

## 4.Delivery, Storage, and Handling

### A. Delivery Vehicle Size

1. Vans or trucks with 53’ trailers, or per legally allowable max size for site.
2. Overall dimensions:
  - a. 70’ overall length
  - b. 102” wide
  - c. 168” high

### B. Number of Deliveries

1. Freight quote based on the optimal minimum number of deliveries. If customer elects to increase the number of deliveries, additional charges may apply.
2. Receiver is responsible for all offloading and related costs.

### C. Delivery inspection

1. Up to five (5) business days allowed for inspection and acceptance of delivered goods.
2. Any items not specifically rejected after five days are considered accepted for purposes of delivery acceptance.

## 5. Warranty and Limitations

### A. Warranty

1. Please review the Romtec warranty by clicking the link below:  
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

### B. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time. Romtec cannot guarantee that stone products in the building will not eventually show surface cracks. Repair of cracks in stone products is a maintenance issue, not a warranty issue.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for roofing panels to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

## Section 2 – Installer Scope (by others)

## 6. Scope of Supply and Services by Others

### A. Overview

The following section includes an overview of items that are not provided by Romtec but are required to complete installation of the Romtec building package.

1. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in both sections.

### B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

#### 1. Structural

The following structural items must be provided by the **installer**:

- a. All materials, equipment and labor for footings and interior slabs.
- b. Latex epoxy paint wall finish.
- c. Caulking.
- d. Concrete sealant for flooring and CMU block exterior.
- e. Masonry (concrete) grout and rebar
- f. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
- g. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
- h. Sealant for all exposed wood.
- i. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
- j. Doors and frames will arrive primed to be painted on-site by **installer**.

#### 2. Electrical

The following electrical items must be provided by the **installer**.

- a. Electrical rough-in, installation and trim within 10' of the building footprint.
- b. All switches and outlets that are not included with electrical products.
- c. All conduits
  - i. Conduit for exterior lights to be concealed.

*Note: Power feed to the exterior lights is supplied by the site electrical panel, not Romtec.*

#### 3. Other materials, equipment, and services

The following materials, equipment, and services must be provided by the **installer**.

- a. Building package installation
- b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by specific others.

### C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

#### 1. Structural

The following structural components must be provided by the **contractor**:

- a. All materials, equipment and labor for exterior slabs and sidewalks.
- b. If required, design and supply rain gutters and downspouts.
  - i. Romtec can show basic gutters and downspouts on the plans if requested.

#### 2. Electrical

The following electrical items must be provided by the **contractor**.

- a. Incoming electrical utilities to within 10' of the building exterior.
- b. Electrical meter base and meter.

#### 3. Other materials, equipment, and services

The following materials, equipment, and services must be provided by the **contractor**.

- a. Site grading and/or asphalt paving
- b. Masonry pavers
- c. Fire alarm & fire suppression equipment
- d. Any lighting equipment not attached to the building
- e. Backflow check valves & drain valves
- f. Freeze protection
- g. Landscaping
- h. Special inspection services
- i. Permits and fees
- j. Site plans
- k. Geotechnical reports

### D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6-ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage. Failure to protect delivered goods may result in damage or loss that is not covered by the Romtec warranty.
4. It is the responsibility of the **installer** and/or **contractor** to collect, maintain, and deliver to the Owner any manufacturer O&M manuals that ship with products.

### E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff.
 

*Note: If site visits are required, Romtec will issue a change order.*
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
 

a. Roof Snow Load: 25 psf	d. Allowable Soil Bearing: 1500 psf
b. IBC Seismic Design Category: C	e. Occupancy Type: U
c. Design Wind Speed: 110 mph	f. Type: VB
5. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's best estimate of the appropriate sizing. Site utility sizing must be confirmed by the customer or their representative. Romtec is not responsible for determining or confirming site utility sizing.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out

LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements may result in a price change and increased lead time.

7. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
8. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

*Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.*

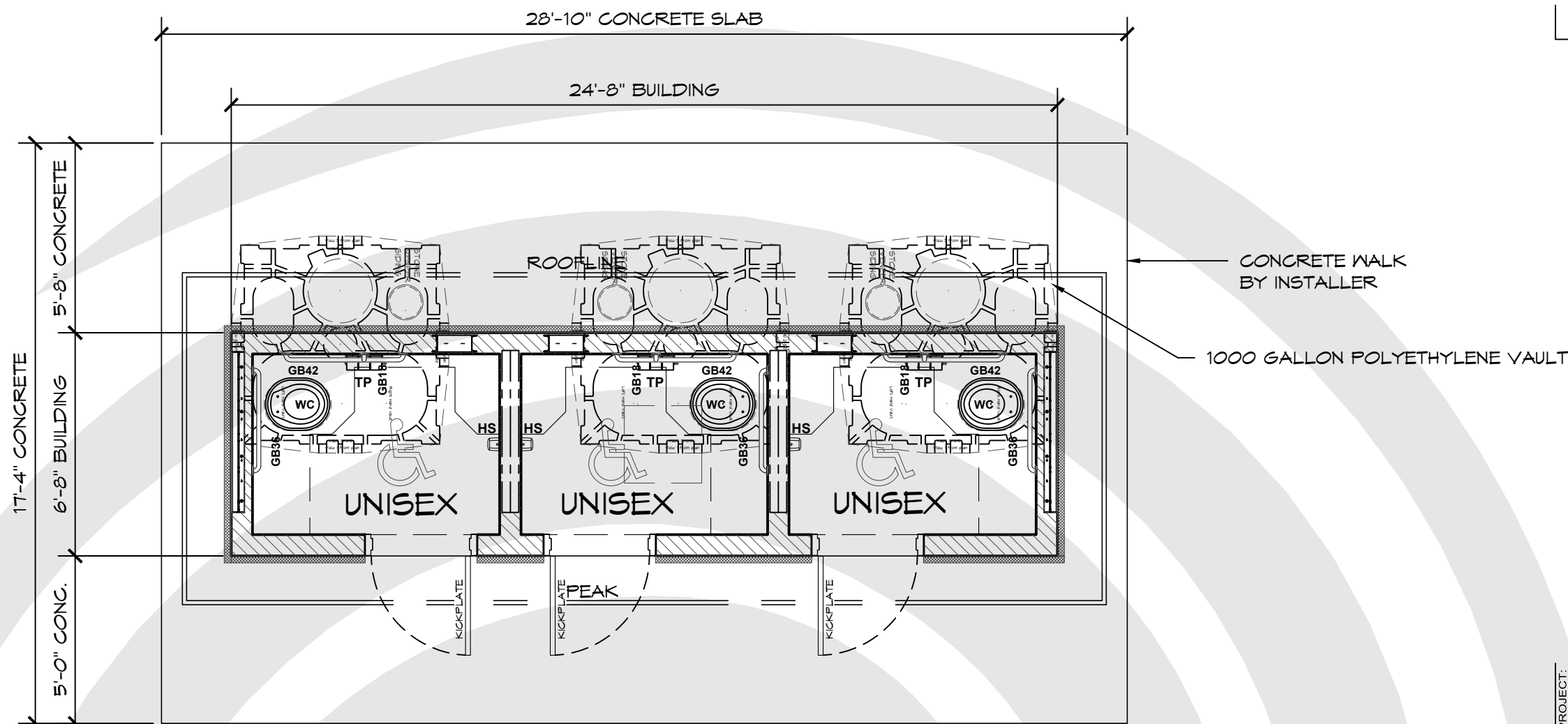
**PRELIMINARY**

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

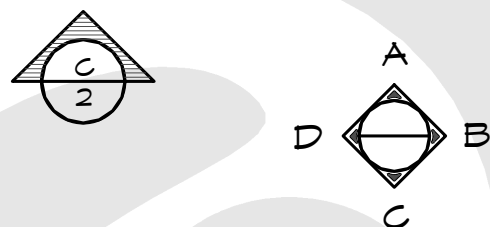


LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE WINDOW	2
	2X6 WOOD FILLER WALL	2
	16" x 24" EXTERIOR, CMU WALL VENT	3

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



**1 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



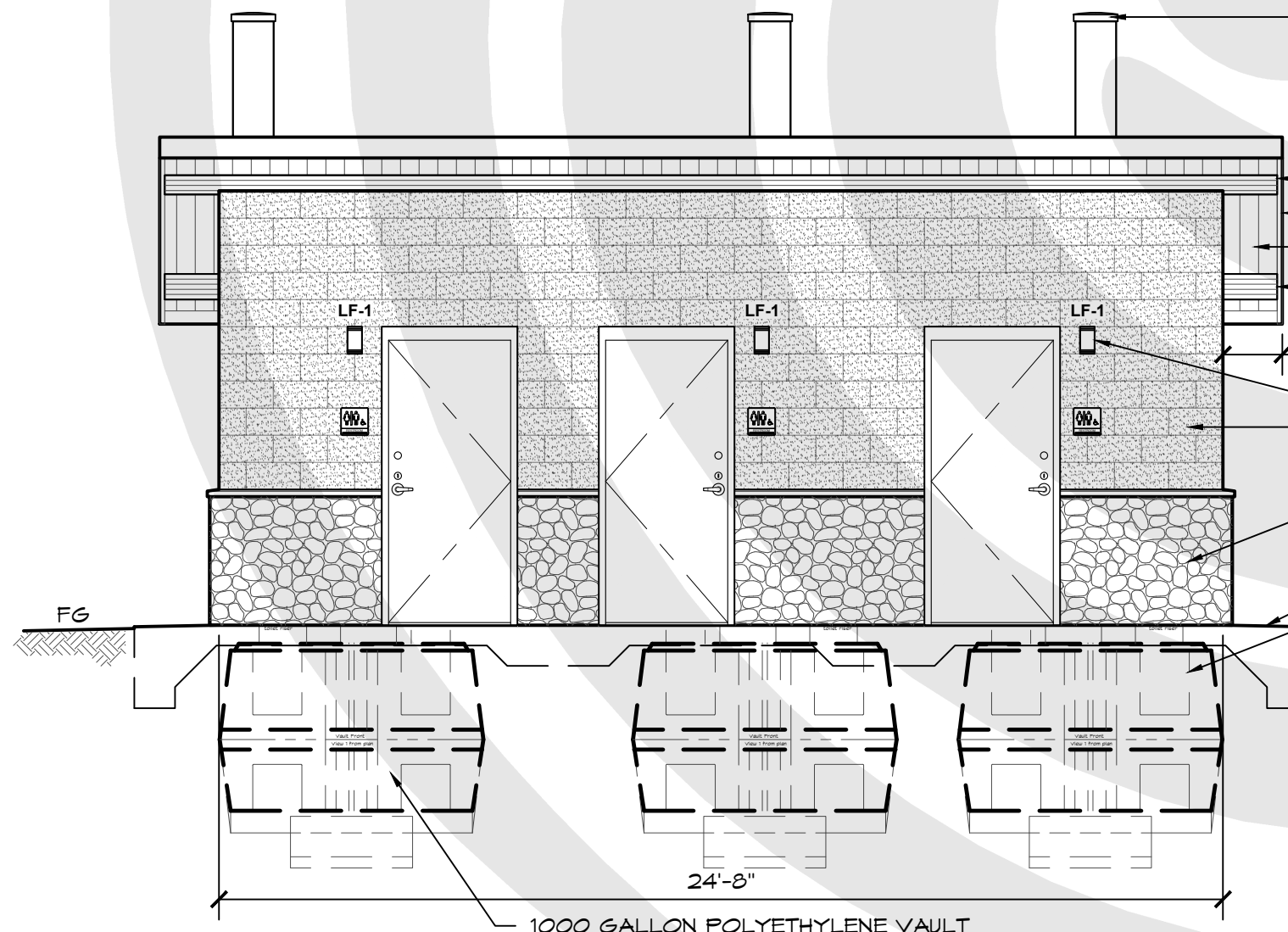
PROJECT: **CAMP SEKANI PARK TRAILHEAD**  
**SPOKANE, WASHINGTON**  
SHEET TITLE: **FLOOR PLAN**

PROJECT #:	2629	
DATE:	02/18/25	
DRAWN BY:	JMN	
REV.	DATE:	BY:
REVISIONS:		
SHEET NO.	1	

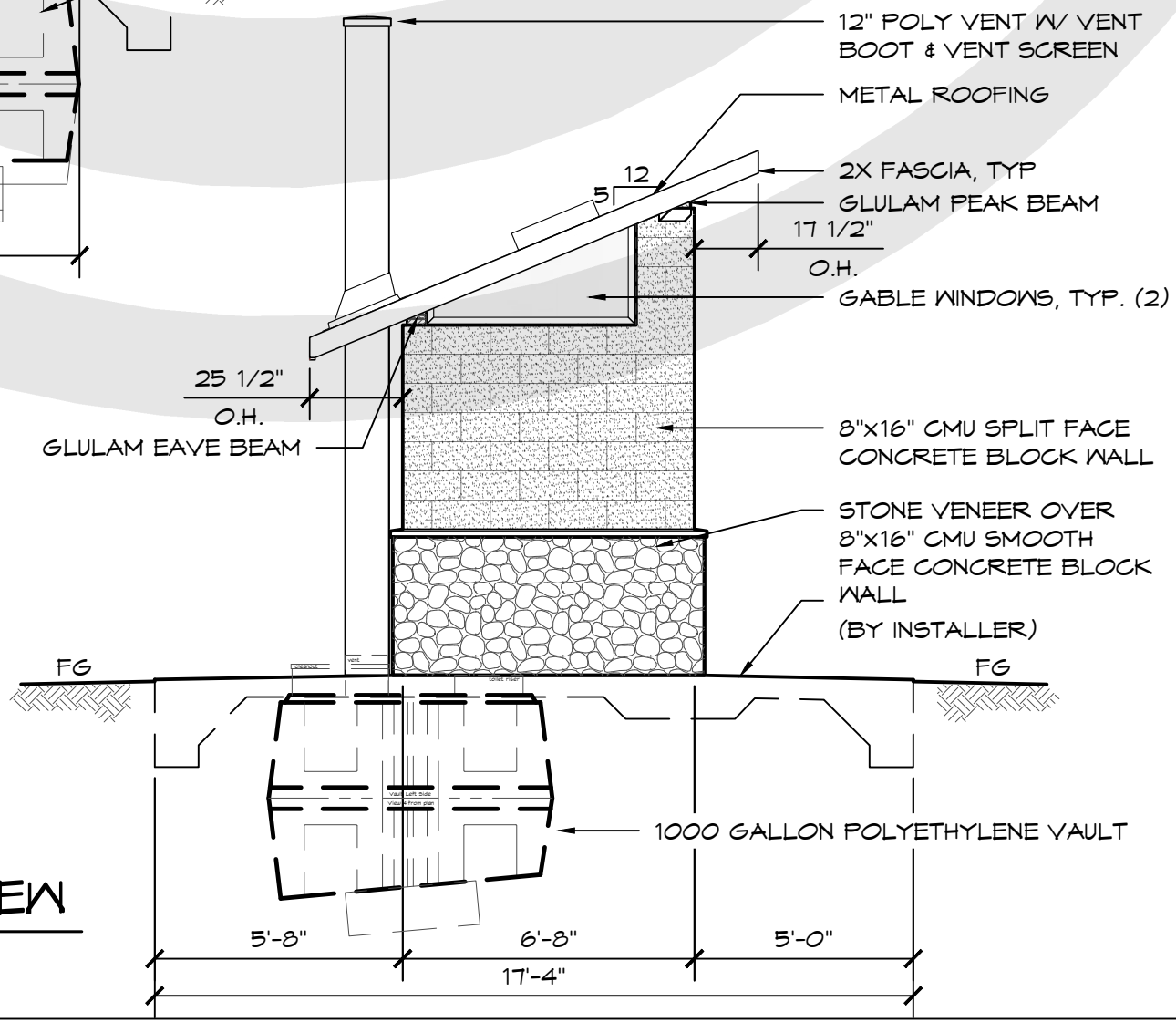
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**PRELIMINARY**

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**C** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"



**D** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"

PROJECT: **CAMP SEKANI PARK TRAILHEAD**  
**SPOKANE, WASHINGTON**  
SHEET TITLE: **EXTERIOR ELEVATION VIEWS**

PROJECT #: **2629**  
DATE: **02/18/25**  
DRAWN BY: **JMW**

REV.	DATE:	BY:

REVISIONS:  
SHEET NO. **2**

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18240 North Bank Rd.  
 Roseburg, OR 97470  
 P: 541-496-3541  
 F: 541-496-0803  
 E: service@romtec.com

Date

2/18/2025



**PROPOSAL/PO #02620**

**Camp Sekani Park Trailhead Vault Restroom**

Customer: City of Spokane  
 Berry Ellison  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201

Quantity	Building Proposal Description	Extended Price
1	Romtec Vault Restroom (1014 w/Options) - "Design & Supply ONLY" per Preliminary Romtec Drawings and Scope of Supply & Services dated 2/18/2025	\$ 123,799.00

<b>Washington DES Master Contract DISCOUNT: Available only to members of Washington DES Master Contract.</b>		<b>5.00%</b>	<b>\$ (6,190.00)</b>
<b>Freight/Packaging to: Spokane, WA</b>		<b>\$</b>	<b>7,009.00</b>
<b>ROMTEC INC. PURCHASE ORDER TOTAL</b>		<b>\$</b>	<b>124,618.00</b>

\*Due to ongoing market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

\*This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.

\*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

\*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

\*This proposal includes the design and engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in the state where the project is located. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

\*Delivery terms are FOB Roseburg, OR, unless otherwise stated. Freight prepaid and added. Delivery will be in accordance with a mutually agreed timeline as established in the Romtec Inc. Notice to Proceed on Production form.

\*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

\*Quote based on standard/average design loads, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

\*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

\*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

\*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

\*Romtec's standard insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

**\*By signing below, the customer confirms that the prices, terms, and conditions herein are satisfactory and accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Project Information Form as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

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Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
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---

Customer/Owner Printed Name

---

Romtec Inc. Printed Name

---

Customer/Owner Company





## Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

### Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

### Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

### Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

### Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

### Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

### Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

### Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

**Terms of Delivery**

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

**Description of Products and Warranty**

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

**Terms of Shipment & Delivery**

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

**Store & Invoice**

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

**Cancellation**

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

**Contract Documents**

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

**Legal Proceedings**

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

**Controlling Provisions**

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

**Binding Effect**

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

**Notice**

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

**Modification**

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

**Interpretation**

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

**Severability**

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

**Waiver**

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

**Force Majeure**

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**Counterparts**

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



18240 NORTH BANK ROAD  
 ROSEBURG, OR 97470  
 Phone: 541-496-3541  
 Fax: 541-496-0803

# Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

## **Customer/Contractor Info**

Company Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ AP Phone: \_\_\_\_\_ AP Email: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_ Tax Exempt?  No  Yes (Please provide certificate)

## **Project Info**

Project Name: \_\_\_\_\_ Government Agency: \_\_\_\_\_

Project Main Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Site Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **Prime Contractor (General Contractor)**

Company Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Owner**

Org Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Project Bond Info** - If Project is Bonded, please provide a copy

Bonding Company: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Bond No.: \_\_\_\_\_ Underwriter: \_\_\_\_\_ Fax: \_\_\_\_\_

## Romtec - Basic Schedule of Values

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
001	Delivery of Design Submittal (SSDS)	10%
002	Delivery of Sealed Plan Set (or Production and Delivery of Building Authorized)	20%
003	Delivery of building package(s)	70%
004	Freight	TBD
005	Sales Tax	TBD
<b>GRAND TOTALS</b>		<b>100%</b>

Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

Please sign to acknowledge acceptance of this schedule of values: \_\_\_\_\_

Signature

Date



< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** ROMTEC, INC.

**Business name:** ROMTEC INC.

**Entity type:** [Profit Corporation](#)

**UBI#:** 602-604-305

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 18240 N BANK RD  
ROSEBURG OR 97470-8416

**Mailing address:** 18240 N BANK RD  
ROSEBURG OR 97470

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

**Endorsements**

Endorsements held at this location	License#	Count	Details	Status	Expiration date	First issuance date
<a href="#">Auburn General Business - Non-Resident</a>	BUS-40546			Active	Aug-31-2025	Jan-25-2024
<a href="#">Brier General Business - Non-Resident</a>				Active	Mar-31-2026	Mar-04-2025
<a href="#">Kennewick General Business - Non-Resident</a>				Active	Dec-31-2025	Dec-20-2024
<a href="#">Longview General Business - Non-Resident</a>	671508			Active	Aug-31-2025	Jul-10-2023
<a href="#">Marysville General Business - Non-Resident</a>	3541CON323			Active	Aug-31-2025	Sep-17-2023
<a href="#">Spokane General Business - Non-Resident</a>				Active	Mar-31-2026	Mar-05-2025

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

Owners and officers	Title
BOGAN, TIMOTHY	
HINK, KELLY	

**Registered Trade Names**

Registered trade names	Status	First issued
ROMTEC INC.	Active	Apr-13-2006

The Business Lookup information is updated nightly. Search date and time: 3/6/2025 8:41 :29 AM

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> March 5, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-0593		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B Objectives 1&2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	AHBL, Inc. / Make Beacon Hill Public Phase 2 A&E amendment #3 (\$29,080+tax)		
<b>Begin/end dates</b>	Begins: 12/31/2024	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Amend AHBL, Inc. contract to include construction administration services for the 'Make Beacon Hill public - Phase 2' project. Tasks include reviewing &amp; responding to product submittals &amp; shop drawings &amp; contractor RFI's, conducting intermittent site visits upon city request, reviewing improvements &amp; workmanship upon project substantial completion, and warranty inspection.</p> <p>This project is jointly funded by City of Spokane Parks, Spokane County Parks, several private donors, and a Land &amp; Water Conservation Grant administered by the Washington State Recreation &amp; Conservation Office (RCO).</p>			
<b>Motion wording:</b>			
Motion to approve AHBL, Inc contract amendment #3 for the Make Beacon Hill Public Phase 2 project in the amount of \$29,080.00 plus tax.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: AHBL, Inc.			
Name: Craig Anderson		Email address: canderson@AHBL.com	Phone: 509.321.9388
<b>Distribution:</b>			
Parks – Accounting		Garrett Jones	
Parks – Sarah Deatrich		jculp@spokanecounty.org	
Requester: Nick Hamad		Thea Prince	
Grant Management Department/Name:		Skyler Brown	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$29,080.00		Budget code: 1950-54920-94000-56301-48082	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 605-011-736    Business license expiration date: 12/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



# AUTHORIZATION FOR ADDITIONAL SERVICES



**TO:** Nick Hamad, PLA  
 Park Planning and Development Manager  
 City of Spokane Parks and Recreation  
 808 West Spokane Falls Boulevard  
 Spokane, WA 99201  
**EMAIL:** nhamad@spokanecity.org

**DATE:** February 28, 2025  
**PROJECT NO.:** 2230263.40, Tasks 8-9  
**PROJECT NAME:** Make Beacon Hill Public – Phase 2  
**SUBJECT:** Construction Administration Services Proposal

**SERVICES PROVIDED:**

- Civil Engineering   
  Structural Engineering   
  Land Use Planning   
  Landscape Architecture   
  Land Surveying

**DESCRIPTION OF WORK:**

The following optional task fee has been requested to be update for 2025 construction:

Provide limited construction administration support for the project, as discussed with Nick Hamad on 2/27/25, and includes (8) progress site visits, punch/back punch site inspections, submittal review, and (40) hours for RFI, ASI/Change Orders, and substitution requests. Mitigation plant monitoring will be contracted directly with the City of Spokane. Subconsultant fees below include a 5% administrative markup for AHBL.

Task Number & Name	Original Contract Amount	Revised Contract Amount
Optional Task 11 – Civil & Landscape Construction Administration	\$19,420	\$22,355
Optional Task 11 – Electrical and Lighting Engineer’s Construction Administration (20 hours)	\$2,048	\$3,225
Reimbursable Expenses (Mileage, etc.)	\$3,500	\$3,500
<b>Total Amounts</b>	<b>\$24,968</b>	<b>\$29,080</b>
<b>Additional Site Visits (as requested) per visit fee:</b> Civil Engineer <b>\$360</b> Landscape Architect <b>\$350</b> Electrical Engineer <b>\$310</b>		

**BILLING SUMMARY:**

- Time and Expense, Not to Exceed (estimate): \_\_\_\_\_  
 Fixed Fee Amount:                     **\$29,080**

**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 May 11, 2023. 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: \_\_\_\_\_

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed Name/Title: \_\_\_\_\_

AHBL Project Mgr. Signature: \_\_\_\_\_

Date: 2/27/2025

AHBL Proj. Mgr. Printed Name: Craig D. Andersen, PLA, LEED AP

TACOMA

2215 North 30<sup>th</sup> Street, Suite 300  
Tacoma, WA 98403-3350  
253.383.2422 TEL

SEATTLE

1200 6<sup>th</sup> Avenue, Suite 1620  
Seattle, WA 98101-3117  
206.267.2425 TEL

SPOKANE

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

TRI-CITIES

5804 Road 90, Suite H  
Pasco, WA 99301-8551  
509.380.5883 TEL

Enclosure

c: Accounting

Q:\2023\2230263\Proposals\_Contracts\Drafts\20250228 Auth CA Services (T#) 2230263.40.docx

Nick Hamad, PLA  
May 2, 2023  
2230263.10/40  
Page 7 of 11

## EXCERPT FROM INITIAL CONTRACT LANGUAGE ILLUSTRATING SCOPE OF AMENDMENT.



### SCOPE PROPOSED FOR AMENDMENT HIGHLIGHTED IN YELLOW

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 trail head crossing including a design decisions matrix, for two proposed at-grade 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.

Nick Hamad, PLA  
May 2, 2023  
2230263.10/40  
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**EXCERPT FROM INITIAL CONTRACT LANGUAGE  
ILLUSTRATING SCOPE OF AMENDMENT.**



**SCOPE PROPOSED FOR AMENDMENT HIGHLIGHTED IN  
YELLOW**

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 as-built 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.
-

Nick Hamad, PLA  
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**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.

<u>Basic Services</u>	<u>AHBL Fees</u>	<u>Subconsultant Fees</u>	<u>Subtotal</u>
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
<b>Basic Design Services Subtotal</b>	<b>\$ 199,710</b>	<b>\$ 70,653</b>	<b>\$ 270,363</b>
<u>Other Services (Optional)</u>			
TASK 9 Ped Assessment / Ped Beacons		\$ 28,476	\$ 28,476
TASK 10 Interpretive Panel Design / Graphics	\$ 7,500.00		\$ 7,500
<b>TASK 11 Construction Administration</b>	<b>\$19,420.00</b>	<b>\$ 2,048</b>	<b>\$ 21,468</b>
<b>Other Services Subtotal</b>			<b>\$ 57,444</b>
		<b>Project Total Fees</b>	<b>\$ 327,807</b>
		Reimbursable Expenses Estimate	\$ 3,500
<b>Project Total</b>		<b>\$</b>	<b>331,307</b>

**INITIAL FEE PROPOSED @ CONTRACTING IN 2023**

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.



< 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:** 601 W MAIN AVE  
STE 305  
SPOKANE WA 99201-0613

**Mailing address:** 2215 N 30TH ST STE 300  
TACOMA WA 98403-3350

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

### Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business</a>	T12057914BUS			Active	Apr-30-2025	Oct-15-2012

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

Owners and officers	Title
BECKER, JOHN	
BRYNESTAD, BARTON	
CARLSON, WAYNE	
FIERST, WILLIAM	
FITZPATRICK, ERICK	
FOLLANSBEE, DAVID	
HANSEN, TIM	
LELAND, KENNETH	
MCEACHERN, ANDREW	
NASON, DAVID	



Owners and officers

Title

SAWIN, TODD

WEBER,JOHN

## Registered Trade Names

Registered trade names	Status	First issued
AHBL.INC	Active	May-10-1990

[View Additional locations](#)

The Business lookup information is updated nightly. Search date and time: 3/3/2025 11:11:00 AM

[Contact us](#)

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[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

8/28/2024

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

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


PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	21 <sup>CT</sup> Maurice Thornton ritJg <sup>N</sup> o. Ext: 510-272-1476 itDAJ ss: DesionProCerts@AssuredPartners.com	FAX (A/c, nol):
	INSURER(S) AFFORDING COVERAGE	
License# 6003745 A-HLINC01	INSURER A: XL Specialty Insurance Company	nAlc # 37885
INSURED AHBL, Inc. 2215 North 30th Street, Suite 300 Tacoma WA 98403	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: The Charter Oak Fire Insurance Company	25615
	INSURER D: The Travelers Indemnity Company	25658
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1714961508 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF IMM/DD/YYYY	POLICY EXP IMM/DD/YYYY	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> D Loc <input type="checkbox"/> OTHER	y	y	6808J59430A	9/11/2024	9/11/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> NONOWNED AUTOS ONLY	y	y	BA8P56584A	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB MOCCUR CLAIMSMADE DED <input checked="" type="checkbox"/> RETENTION \$ m,nnn	y	y	CUP8J596642	9/11/2024	9/11/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6808J59430A	9/11/2024	9/11/2025	<input checked="" type="checkbox"/> WA Stop Gap EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Professional Liability* *Includes Contractors Pollution Legal Liability			DPR5032852	9/11/2024	9/11/2025	Per Claim Aggregate Limit \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Umbrella Policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employer's Liability.  
 RE: All Operations of the Named Insured.  
 The City of Spokane, its officers and employees are named as Additional Insured for General Liability and Auto Liability as required by written contract. General Liability is Primary and Noncontributory as per policy form. A Waiver of Subrogation applies per the attached endorsement(s).

<b>CERTIFICATE HOLDER</b>  City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 6808J59430A

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

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

#### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

{Information required to complete this Schedule, if not shown above, will be shown in the Declarations.}

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## COMMERCIAL GENERAL LIABILITY

**C. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

--)+ **d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

**K. MEDICAL PAYMENTS-INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

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

**L. AMENDMENT OF EXCESS INSURANCE CONDITION - PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE - GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT</b></li> <li><b>J. PERSONALPROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

##### **1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### **2. The following replaces Paragraph **b** in **B.5., Other Insurance**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:**

**b** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

**1.** The following replaces Paragraph **A.2.a.(2)**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

**(2)** Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**2.** The following replaces Paragraph **A.2.a.(4)**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**.

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph **D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions, of SECTION II - PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:**

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2, Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land	<b>Committee meeting date:</b> March 5, 2025	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	2024-0238		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 1	<b>Master Plan Priority Tier:</b>	First (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Place Landscape Architecture Contract Amendment #3 / Meadowglen Park (\$150,000 plus applicable taxes)		
<b>Begin/end dates</b>	Begins: 03/01/2025	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Developing Meadowglen Park was identified in the adopted 2022 Parks and Natural Lands Master Plan as one of the highest community park improvement priorities citywide. After securing (2) large Washington State recreation grants, which partially fund construction, park staff request authorization of additional design work for this project.</p> <p>Park Board previously approved the original contract and two amendments thereafter, aligning with Parks' budget strategy.</p> <p>Tasks 1 and 2 work has been completed. This amendment authorizes the consultant to proceed with Task 3 work as outlined in the attached consultant proposal. Product generated by Task 3 will be 60% set of construction documents.</p> <p>Additional Tasks to complete the design and permitting phase of the contract to follow later in 2025.</p>			
<b>Motion wording:</b>			
Motion to approve Meadowglen Park Design Contract Amendment #3 in the amount \$150,000.00, plus applicable taxes.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Place Landscape Architecture			
Name: Joshua Tripp		Email address: josh@place-la.com	Phone: 509 293-6743
<b>Distribution:</b>			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jkconley@spokanecity.org	
Requester: bellison@spokanecity.org			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$150,000.00, non-taxable service		1950-54920-94000-56522-48205	
\$0.00 WSST for Reimbursables (see note --->)		Note: Only reimbursable expenses are taxed. I do not expect to receive any reimbursable materials.	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)			
<input checked="" type="checkbox"/> Business license		Expiration date: 4/30/25	<input checked="" type="checkbox"/> Insurance Certificate



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**CONTRACT AMENDMENT NO. 3**

Title: **LANDSCAPE ARCHITECTURAL DESIGN  
AND CONSULTATION SERVICES FOR  
MEADOWGLEN PARK, PHASE ONE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **PLACE LANDSCAPE ARCHITECTURE LLC**, whose address is 1325 W. First Avenue, Suite 204, Spokane, Washington 99201 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 project feasibility and conceptual design of public park improvements of Meadowglen Park; and

WHEREAS, additional money is needed for Task 3, thus, the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 27, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 1, 2025, and shall run through December 31, 2025.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment in accordance with Consultant’s February 10, 2025 Proposal. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**PLACE LANDSCAPE ARCHITECTURE LLC**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Attachment A – February 10, 2025 Proposal

25-043

**ATTACHMENT A**

February 10, 2025



Mr. Berry Ellison  
Project Manager / Landscape Architect  
City of Spokane Parks & Recreation  
808 W Spokane Falls Blvd #5  
Spokane, WA 99201  
509-625-6276  
bellison@spokanecity.org

**RE: Landscape Architectural Design and Consultation Services for Meadowglen Park, Task 3**

Dear Mr. Ellison:

Per our meeting Wednesday (01/22/2025), please find the following scope of work for landscape architectural design and consultation for Meadowglen Park, Task 3. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of PLACE LA and our sub-consultant team.

PLACE LA fees are estimated at approximately 10% of the maximum construction costs. A base project cost of 5m is assumed, with potential increase in the range of 3m to 5m, for an all-inclusive MACC of 10m. Final construction costs are determined by the City, as a result of Grant funding and Voter approval.

PLACE LA Anticipates the following delivery timelines (by Major Task)

<b>Task Name/Description</b>	<b>Begin</b>	<b>Target Completion</b>
Task 3(60) – Design & Engineering (60% CD)	Mar 03, 2025	Jun 15, 2025
Task 3(90) – Design & Engineering (90% CD)	Jul 01, 2025	Sep 15, 2025
Task 3(100) – Design & Engineering (100% CD)	Oct 01, 2025	Nov 14, 2025

As you requested, PLACE Landscape Architecture is very pleased to offer you the following services for the project:

**SERVICES**

**Tasks 3 – Design & Engineering**

60% Plans, Specifications and Estimates. Upon Firm receiving notice to proceed with 60% design, PLACE LA will develop 60% design incorporating public feedback and written direction from City staff, Prepare 60% design development drawing package for City staff and public review. 60% to include but is not limited to:

- Demolition plans,
- Prepare erosion & sedimentation control plans,
- Prepare vehicular and pedestrian circulation design for right-of-way (offsite) improvements, driveway(s), parking areas, trails with details necessary for a thorough City staff review,
- Prepare water, sewer, grading and stormwater drainage / infiltration swale locations, sizes with details necessary for a thorough City staff review,
  - Prepare drainage report compliant with requirements of Spokane Regional Stormwater Manual and Spokane City / Spokane County building and planning requirements,
- Utility plans for lighting and electrical including power service improvements with details necessary for a thorough City staff review,
- Prepare detailed plans & construction details for restroom, shelter(s), and other above grade improvements with details necessary for a thorough City staff review,
- Prepare landscape planting and irrigation plans, fencing, and other landscape improvements with details necessary for a thorough City staff review,
- Detailed layout of playground, including specific components with details necessary for a thorough City staff review,

- Prepare project written specifications Coversheet & Table of Contents using CSI format (Masterformat) standards for organizing specifications,
- Prepare traffic study / trip count (if required by authorities having jurisdiction),
- Prepare detailed itemized construction estimate for all improvements,
- Prepare rendered plan graphics and presentation materials for community engagement meeting,
- Attend one (1) community engagement meeting to present updated plans and gather community feedback. Prepare meeting minutes after completion of meeting,
- 60% plans will be considered complete when all of the above have been submitted and approved in writing by the City.

90% Plans, Specifications, and Estimates. Upon Firm receiving notice to proceed with 90% design, PLACE LA will develop 90% design incorporating public feedback and written direction from City staff, Prepare 90% permit drawing package for plan check to include but is not limited to:

- Modify project scope elements (as directed by City Staff) to meet project budget,
- Prepare permit drawing package for all improvements including site plan, buildings & structures, grading & drainage, utilities, landscape planting & irrigation, and lighting & Electrical; 90% should include, but is not limited to:
- Updates to all sheets included at 60% and relevant details,
  - Additional sheets, details, and information as required to secure required permits and construction of improvements.
- Written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications,
- Update detailed construction estimate for all improvements,
- Prepare permit intake documents as required by City Dept of Planning & Development,
- Satisfactorily respond to plan check comments, revise as necessary, and obtain permit approval by City Dept of Planning & Development,
- 90% plans will be considered complete when all project drawings have been approved by regulatory agencies and the 90% construction document set has been submitted and approved in writing by the City; and the permit approval has been received.

100% Plans, Specifications, and Estimates.

- Upon Firm receiving notice to proceed with 100% design, PLACE LA will develop 100% design incorporating all plan check and written direction from City staff,
- Prepare 100% construction document package for solicitation,
- 100% plans will be considered complete when project bid and construction package has been submitted and approved in writing by the City.

Permits anticipated for this project include:

SEPA checklist, application & review,

Restroom building permit (Pre-fab, or direct purchase, vendor will provide plans and comment/approvals).

Parking lot site permit / grading permit,

Firms shall include studies and application support as required to apply for and secure all required permits.

#### **FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS**

Each task will require written NTP from Client prior to commencement of work.

We propose lump sum fees for the work as follows, payable upon presentation of a monthly statement as design progresses:

Task 3(60):	\$150,000.00
Task 3(90)	\$150,000.00
<u>Task 3(100)</u>	<u>\$ 48,000.00</u>
Proposed Total Fee for Task 3:	<b>\$348,000.00</b>

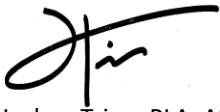
Mr. Berry Ellison  
February 10, 2025

Our monthly statements would reflect the percentages of completion indicated in Task 3 above. We usually send out invoices on or about the first of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue.

If these terms are agreeable to you, please sign a copy of this letter and send it back to us via email or US mail. We will be pleased to begin work promptly upon receipt of our signed copy.

We look forward to working with you, The City of Spokane Parks & Recreation Department, and rest of the design team in the months to come.

With Gratitude,  
PLACE Landscape Architecture



Joshua Tripp, PLA, ASLA  
Principal Landscape Architect

This proposal is covered by our General Liability and Professional Practice Insurance Program.

Acceptance of Proposal: I have read the above prices, scope of work, and Exhibit "A"; it is satisfactory and hereby accepted. PLACE is authorized to commence work as specified and agreed to herein. Please sign below and return to our office. We will begin work immediately upon receipt of the signed agreement and the AutoCAD files. A retainer of 0% is required to begin work; services will be billed monthly upon completion.

The undersigned accepts the above agreement.

ACCEPTABLE:

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date of Acceptance



< Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** PLACE LANDSCAPE ARCHITECTURE LLC

**Business name:** PLACE LANDSCAPE ARCHITECTURE, LLC

**Entity type:** [Limited Liability Company](#)

**UBI#:** 603-603-875

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1325 W 1ST AVE  
STE 204  
SPOKANE WA 99201-4136

**Mailing address:** 2011 E 30TH AVE  
SPOKANE WA 99203-3971

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

< Page 1 of 2 >

### Endorsements

Endorsements held at this location	License#	Count	Details	Status	Expiration date	First issuance date
<a href="#">Chelan General Business Non-Resident</a>				Active	Apr-30-2025	Apr-15-2024
<a href="#">Colville General Business - Non-Resident</a>				Active	Apr-30-2025	Apr-08-2024
<a href="#">Covington General Business - Non-Resident</a>				Active	Apr-30-2025	Apr-22-2024
<a href="#">Darrington General Business - Non-Resident</a>				Active	Apr-30-2025	Apr-11-2024
<a href="#">Deer Park General Business - Non-Resident</a>				Active	Apr-30-2025	Apr-15-2024
<a href="#">Goldendale General Business - Non-Resident</a>				Active	Apr-30-2025	Apr-08-2024
<a href="#">Leavenworth General Business - Non-Resident</a>				Active	Apr-30-2025	Apr-09-2024
<a href="#">Moses Lake General Business - Non-Resident</a>	BL2024-0307			Active	Apr-30-2025	Apr-15-2024





Endorsements held at this location	License#	Count	Details	Status	Expiration date	First issuance date
Naches General Business - Non-Resident				Active	Apr-30-2025	Apr-08-2024
Newport General Business - Non-Resident				Active	Apr-30-2025	Apr-29-2024
Northport General Business - Non-Resident				Active	Apr-30-2025	Apr-09-2024
Rockford General Business - Non-Resident				Active	Apr-30-2025	Apr-15-2024
Spokane General Business				Active	Mar-31-2025	Jan-25-2018
Spokane Valley General Business - Non-Resident				Active	Apr-30-2025	Apr-09-2024
Toppenish General Business - Non-Resident				Active	Apr-30-2025	Apr-08-2024

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

Owners and officers	Title
TRIPP, JOSHUA	

## Registered Trade Names

Registered trade names	Status	First issued
PLACE LANDSCAPE ARCHITECTURE, LLC	Active	Apr-07-2016

The Business Lookup information is updated nightly. Search date and time: 2/26/2025 10:27:54 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	<b>CONTACT NAME:</b> Rhonda Ausbun <b>PHONE (A/C, No, Ext):</b> 360-483-2126 <b>E-MAIL ADDRESS:</b> rhonda.ausbun@assuredpartners.com	<b>FAX (A/C, No):</b> 360-483-2126
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 6003745 PLACLAN-01	<b>INSURER A:</b> RLI INSURANCE COMPANY	13056
<b>INSURED</b> Place Landscape Architecture LLC 1325 W First Ave, Suite 204 Spokane WA 99201	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 189139693

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0006239	5/9/2024	5/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwned Auto			PSB0006239	5/9/2024	5/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSB0006239	5/9/2024	5/9/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability			RDP0054525	5/9/2024	5/9/2026	Per Claim \$ 1,000,000 Aggregate \$ 1,000,000


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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  
 Additional Insured: City of Spokane Parks & Rec Dept.

45 days' notice of cancellation applies, except 10 days for nonpayment of premium.

**CERTIFICATE HOLDER**

CANCELLATION 30 Day Notice will be sent to holder

City of Spokane Parks and Rec Dept 808 W Spokane Falls Blvd #5 Spokane WA 99201 USA	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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

**NOTICE OF CANCELLATION OR NONRENEWAL  
INCLUDING NONPAYMENT OF PREMIUM –  
DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT**

In consideration of the additional premium of \$50.00, it is hereby understood and agreed that if the Insurer cancels or chooses to nonrenew this Policy for any reason other than nonpayment of premium the Insurer will provide written notice at least 45 days before the effective date of the cancellation or nonrenewal to the designated person or organization in the below schedule. For cancellation due to nonpayment of premium the Insurer will provide written notice at least ten (10) days before the effective date of cancellation to the designated person or organization in the below schedule.

Such notice will be sent via the US mail address or E-mail address listed below. Proof of mailing or E-mailing will be sufficient proof of notice.

**Schedule**

Designated Person or Organization:

City of Spokane Parks & Rec Dept

E-Mail address:

n/a

US mail address:

808 W Spokane Falls Blvd #5  
Spokane, WA 99201

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL -  
CERTIFICATE HOLDER**

**Schedule**

Designated Person or Organization:

City of Spokane Parks & Rec Dept

Email Address:

US Mail Address:

808 W Spokane Falls Blvd #5

Spokane, WA 99201

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (45) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

# Spokane Park Board

## Briefing Paper

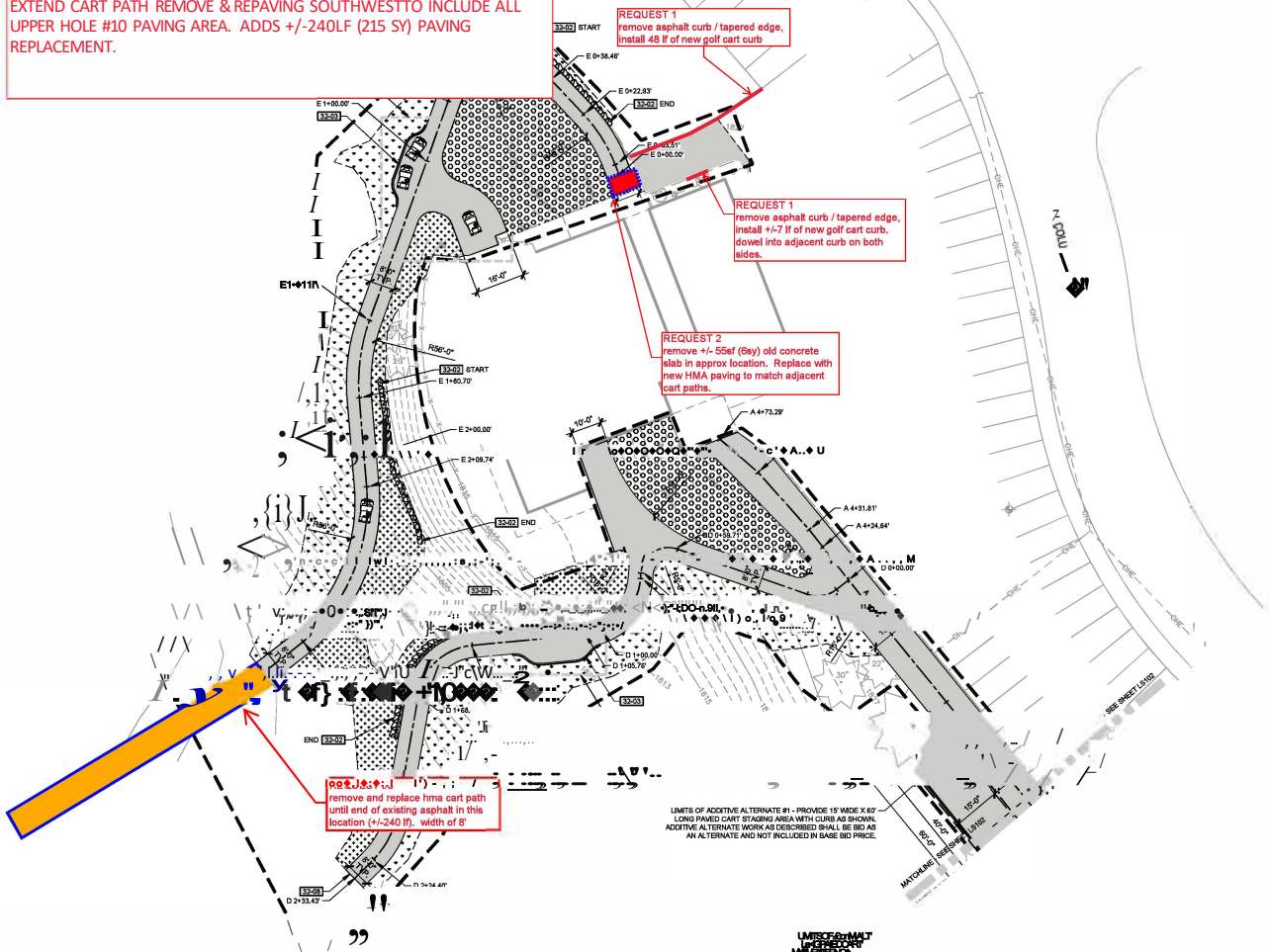


<b>Committee</b>	Finance Committee	<b>Committee meeting date:</b> March 11, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2024-0921		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A
<b>Item title:</b> (Use exact language noted on the agenda)	Zetin Contractors / Downriver Golf Court Cart Path Renovation - Phase 1 Amendment #2 (\$45,091.84+tax)		
<b>Begin/end dates</b>	Begins: 03/06/2025	Ends: 06/06/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Amend contract with Zetin Contractors to increase project scope as needed to deliver a 'like new' condition for cart paths on hole #10 and remedy minor conditions encountered during construction. Additional work includes:</p> <ul style="list-style-type: none"> <li>-Replacing asphalt curb with concrete curb by practice green on hole #10</li> <li>-Remove damaged concrete slab and replace with new asphalt surface on hole #10</li> <li>-Extend cart path removal &amp; replacement on hole #10 for an additional 240 feet to include all path on upper hole #10.</li> <li>-Include additional tree protection / air-spading required to protect nearby trees during construction.</li> </ul>			
<b>Motion wording:</b>			
Motion to approve Zetin Contractors contract amendment #2 for the Downriver Golf Course Cart Path Renovation - Phase 1 project in the amount of \$45,091.84 plus tax.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Zetin Contractors, LLC.			
Name: Shawn Walker		Email address: swalker@zetin.net	Phone:
<b>Distribution:</b>			
Parks – Accounting		Mark Poirier	
Parks – Sarah Deatrich		swalker@zetin.net	
Requester: Nick Hamad		Thea Prince	
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$45,091.84 +tax		Budget code: 4600-55100-94000-56301-99999	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 603-435-502    Business license expiration date: 9/30/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

**REQUEST 1-ADD CURB BY#10 PRACTICE GREEN:**  
REMOVE 55 LF ASPHALTHICKENED EDGE/CURB, AND PLACE 55 LF OF NEW CART PATH CURBING.

**REQUEST 2 - REMOVE & REPLACE CONCRETE SLAB**  
REMOVE +/-55 SF OF EXISTING DAMAGED CONCRETE SLAB AND REPLACE WITH NEW HMA CART PATH PAVING & BASE TO MATCH ADJACENT PAVEMENT.

**REQUEST 3-ADDED HOLE #10 PAVING**  
EXTEND CART PATH REMOVE & REPAVING SOUTHWEST TO INCLUDE ALL UPPER HOLE #10 PAVING AREA. ADDS +/-240LF (215 SY) PAVING REPLACEMENT.



LANDSCAPE RESTORATION PLAN-NORTH

32 EXTERIOR IMPROVEMENTS SCHEDULE NORTH

SYMBOL	DESCRIPTION	QTY	DETAIL
11B11	CONCRETE CURB 4" HIGH	11.0000	11B11
1m1	ASPHALT PAVING 1 1/2" THICK	134 LF	11B11
11111	ASPHALT PAVING 1 1/2" THICK	3,209 SF	11B11
11111	ASPHALT PAVING 1 1/2" THICK	5,000 SF	11B11
11111	ASPHALT PAVING 1 1/2" THICK	300 SF	11B11
11111	ASPHALT PAVING 1 1/2" THICK	10 SF	11B11
11111	ASPHALT PAVING 1 1/2" THICK	25 SF	11B11

NOT CURBING FROM THE EXISTING CURBING AT THE SHEET  
BUT CONSTRUCTION OF THE CURBING SHALL BE DONE  
FOR THE EXISTING CURBING TO BE REMOVED

GENERAL SITE ACCESS, GOLF COURSE FAIRWAY & ROUGH RESTORATION NOTES:

1. CONSTRUCTION SCHEDULING
  - 1.1. CONSTRUCTION OF THE GOLF COURSE SHALL BE SCHEDULED FROM NOVEMBER THROUGH MARCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
  - 1.2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
2. CONSTRUCTION OF THE GOLF COURSE SHALL BE SCHEDULED FROM NOVEMBER THROUGH MARCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
3. CONSTRUCTION OF THE GOLF COURSE SHALL BE SCHEDULED FROM NOVEMBER THROUGH MARCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
31. CONSTRUCTION OF THE GOLF COURSE SHALL BE SCHEDULED FROM NOVEMBER THROUGH MARCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
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- 32.3. CONSTRUCTION OF THE GOLF COURSE SHALL BE SCHEDULED FROM NOVEMBER THROUGH MARCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
- 32.4. CONSTRUCTION OF THE GOLF COURSE SHALL BE SCHEDULED FROM NOVEMBER THROUGH MARCH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
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80<1



NO SCALES

THIS SCALES

DATE: 09/16/2024  
 DRAWN BY: EP/JCW  
 CHECKED BY: JCW/JKT  
 PROJECT NO: 24002

REVISION

SHEET 5 OF 11

LS101  
 LANDSCAPE SITE PLAN

Downriver Golf Course Cart Path Renovation - Phase 1

<b>Base Contract</b>	<b>\$</b>	<b>292,000.00</b>	
<b>CO #1</b>	<b>\$</b>	<b>19,631.00</b>	
<hr/>			
<b>current</b>	<b>\$</b>	<b>311,631.00</b>	6.7%
<b>CO #2</b>			
<hr/>			
-air spade		\$1,426.84	
-op1 R&R asphalt curb		\$2,219.00	
-op2 R&R concrete		\$1,137.00	
-op3 R&R all #10		\$13,423.00	
-op4 PG Landscape		\$26,886.00	
<hr/>			
<b>CO #2 total</b>		<b>\$45,091.84</b>	15%
<b>contract total w/ CO #2</b>	<b>\$</b>	<b>356,722.84</b>	<b>22%</b>

Zetin Contractors, LLC  
 4015 E Francis Ave.  
 Spokane, WA 99217

Job » Down River RFC SHEET

COP2

Qty	U/M	Labor		Equipment		Material		Lower Tier		Totals
		Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension	
Date	Added Air Spading and Credit for Damaged irrigation									
	<b>Subcontractors</b>									
	Bartlett	1.00	LS					3,000.00	3,000.00	3,000.00

Sub Total Lower Tier								3,000.00	
Subtotal Self Performed		-		-		-			
Lower Tier Markup	8%							240	
Sub Total		-	-	-	-	-		3,240	3,240
Over Head & Profit	15%	-	-	-	-	-			
Total Self Performed		-	-	-	-	-			
								<b>SUBTOTAL</b>	<b>3,240</b>
								<b>TOTAL</b>	<b>\$ 3,240</b>

Credit for damage Heads (\$1,813.16)  
 Change Order Pricing Total \$1,426.841

Shawn Walker Digitally signed by  
 Sbawn Walker





P.O. Box 3067  
Stamford, CT 06905-0067

### INVOICE

Page 1 of 2  
Account Number 0582247  
Invoice Date 12/16/2024  
**Pay This Amount \$3,270.00**  
**Payable upon Receipt**

Your Bartlett Representative is:  
**Joseph RZubaly(141112)**  
**Office Number: 509-892-0110**

Address Service Requested

ZETIN CONTRACTORS  
4015 EAST FRANCIS AVE.  
SPOKANE WA 99217-6536

INVOICE NO.	SERVICE ADDRESS	WORK COMPLETED	AMOUNT	TAX	PAYMENTS/ CREDITS	SERVICE CHARGE	TOTAL
	3225 N Columbia Circle 42154792-1 Spokane WA 99205 u s 12/10/2024		\$3,000.00	\$270.00	\$0.00	\$0.00	\$3,270.00
<p>Root prune 2 Ponderosa Pine located at the Construction Project to reduce the risk of root damage and subsequent decay within the critical root zone. Root treatments (4) @ \$750 per root treatment -PO # 22411-945</p>							

**Autumn is here.** If you were already thinking about your trees, the time to call is now! Contact us today to schedule a complimentary property inspection. Register for "Your Account" at [www.bartlett.com](http://www.bartlett.com) to see your service history, review work orders and more. Also, if you had a good experience with us, let others know by submitting an online review. Go to [www.bartlett.com/review](http://www.bartlett.com/review).  
*Thank you for the opportunity to care for your property.*



**A service charge of 15 %per month which is an annual percentage of 180% is added to accounts 30 days after invoice date.**

Page 1 of 2

Retain this portion for your records.

To ensure proper credit please detach and return this portion with your payment.

### INVOICE

#### REMITTANCE COUPON

Account Number 0582247  
Invoice Date 12/16/2024  
Invoice Number 42154792-1  
**Amount Due \$3,270.00**



Your Check Number: \_\_\_\_\_

**Payable upon receipt**

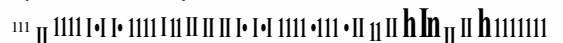


P.O. Box 3067  
Stamford, CT 06905-0067

Pay Online at: <https://www.bartlett.com> or call our office to make a payment  
**Please check box if your contact information is incorrect or has changed. Indicate change(s) on reverse side.**

**MAKE CHECKS PAYABLE TO:**

BARTLETT TREE EXPERTS  
P.O. Box 15162  
Spokane Valley, WA 99215-9900



000058224700042154792000005068501

**INVOICE**

Page	2 of 2
Account Number	0582247
Invoice Date	12/16/2024
<b>Pay This Amount</b>	<b>\$3,270.00</b>

Page 2 of 2

**HAVE YOU MOVED OR CHANGED YOUR CONTACT INFORMATION?**

Please provide your new address or telephone number and return this portion with your payment. Your records will be updated on request.

Effective Date: \_\_\_\_\_ Account Name: \_\_\_\_\_

New Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Work Number: \_\_\_\_\_ Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Zetin Contractors, LLC  
 4015 E Francis Ave.  
 Spokane, WA 99217

Job » Down River RFC SHEET

Option 1 COP 2

Date	Remove 55 LF of curb and replace.	Qty	U/M	Labor		Equipment		Material		Lower Tier		Totals
				Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension	
	General Laborer	2.00	HR	58.22	116.44	-	-	-	-	-	-	116.44
	Grade Checker	2.00	HR	61.57	123.13	-	-	-	-	-	-	123.13
	906M Cat Loader	1.00	HR	66.86	66.86	38.55	38.55	-	-	-	-	105.41
	Dump Truck 10-20 YRDS	1.00	HR	69.24	69.24	98.35	98.35	-	-	-	-	167.59
	303 Cat mini	1.00	HR	66.86	66.86	28.75	28.75	-	-	-	-	95.61
	<b>Materials</b>											-
	Material Dump	2.00	TN					6.00	12.00			12.00
	Gravel	2.00	TN					9.00	18.00			18.00
	<b>Subcontractors</b>											-
	Jett Concrete	55.00	LF							25.00	1375.00	1375.00

<b>Sub Total Lower Tier</b>										<b>1,375.00</b>	
<b>Subtotal Self Performed</b>			<b>443</b>		<b>166</b>		<b>30</b>				
<b>Lower Tier Markup</b>	<b>8%</b>									<b>110</b>	
<b>Sub Total</b>			<b>443</b>		<b>166</b>		<b>30</b>			<b>1,485</b>	<b>1,485</b>
<b>Over Head &amp; Profit</b>	<b>15%</b>		<b>66</b>		<b>25</b>		<b>5</b>				
<b>Total Self Performed</b>			<b>509</b>		<b>190</b>		<b>35</b>				<b>734</b>
										<b>SUBTOTAL</b>	<b>2,219</b>
										<b>TOTAL</b>	<b>\$ 2,219</b>

Zetin Contractors, LLC  
 4015 E Francis Ave.  
 Spokane, WA 99217

Job » Down River RFC SHEET

COP 2 Option 2

Date	Description	Qty	U/M	Labor		Equipment		Material		Lower Tier		Totals
				Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension	
	Remove approx. SSSF of concrete and replace with asphalt at #10											
	General Laborer	1.00	HR	58.22	58.22				-		-	58.22
	Grade Checker	1.00	HR	61.57	61.57				-		-	61.57
	906M Cat Loader	1.00	HR	66.86	66.86	38.55	38.55		-		-	105.41
	Dump Truck 10-20 YRDS	1.00	HR	69.24	69.24	98.35	98.35		-		-	167.59
	S7 - CAT289D Skidsteer	1.00	HR	66.86	66.86	46.15	46.15		-		-	113.01
	2101 -2013 Ford F350	1.00	HR	66.86	66.86	42.45	42.45		-		-	109.31
	303 Cat mini	1.00	HR	66.86	66.86	28.75	28.75		-		-	95.61
	R-3 Dynapac CA152D 66" Roller	1.00	HR	65.19	65.19	36.85	36.85		-		-	102.04
	<b>Materials</b>											-
	Dump Fee	4.00	TN					9.50	38.00		-	38.00
	CSTC	4.00	TN					12.00	48.00		-	48.00
	<b>Subcontractors</b>											-
	Diamond Asohalt	7.00	SY							21.00	147.00	147.00

<b>Sub Total Lower Tier</b>								<b>147.00</b>	
<b>Subtotal Self Performed</b>		<b>522</b>		<b>291</b>		<b>38</b>			
<b>Lower Tier Markup</b>	<b>8%</b>							<b>12</b>	
<b>Sub Total</b>		<b>522</b>		<b>291</b>		<b>38</b>		<b>159</b>	<b>159</b>
<b>Over Head &amp; Profit</b>	<b>15%</b>	<b>78</b>		<b>44</b>		<b>6</b>			
<b>Total Self Performed</b>		<b>600</b>		<b>335</b>		<b>44</b>			<b>978</b>
		<b>-</b>		<b>-</b>		<b>-</b>			<b>-</b>
								<b>SUBTOTAL</b>	<b>1,137</b>
									<b>-</b>
								<b>TOTAL</b>	<b>\$ 1,137</b>

Zetin Contractors, LLC  
 4015 E Francis Ave.  
 Spokane, WA 99217

Job » Down River RFC SHEET

Change Order Estimate

Date	Option 3 Add approx 215 SY of paving.	Qty	U/M	Labor		Equipment		Material		Lower Tier		Totals
				Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension	
	General Laborer	14.00	HR	58.22	815.06					-	-	815.06
	Grade Checker	14.00	HR	61.57	861.94					-	-	861.94
	906M Cat Loader	10.00	HR	66.86	668.60	38.55	385.50			-	-	1,054.10
	Dump Truck 10-20 YRDS	8.00	HR	69.24	553.94	98.35	786.80			-	-	1,340.74
	57 - CAT289D Skidsteer	9.00	HR	66.86	601.74	46.15	415.35			-	-	1,017.09
	Z101 -2013 Ford F350	4.00	HR	66.86	267.44	42.45	169.80			-	-	437.24
	303 Cat mini	10.00	HR	66.86	668.60	28.75	287.50			-	-	956.10
	R-3 Dynapac CA152D 66" Roller	4.00	HR	65.19	260.78	36.85	147.40			-	-	408.18
	<b>Materials</b>											-
	Dump Fee	57.00	TN					9.50	541.50		-	541.50
	CSTC	35.00	TN					12.00	420.00		-	420.00
	<b>Subcontractors</b>											-
	Diamond Aschalt	215.00	SY							21.00	4,515.00	4,515.00

<b>Sub Total Lower Tier</b>										<b>4,515.00</b>	
<b>Subtotal Self Performed</b>			<b>4,698</b>		<b>2,192</b>		<b>542</b>				
<b>Lower Tier Markup</b>	<b>8%</b>									<b>361</b>	
<b>Sub Total</b>			<b>4,698</b>		<b>2,192</b>		<b>542</b>			<b>4,876</b>	<b>4,876</b>
<b>Over Head &amp; Profit</b>	<b>15%</b>		<b>705</b>		<b>329</b>		<b>81</b>				
<b>Total Self Performed</b>			<b>5,403</b>		<b>2,521</b>		<b>623</b>				<b>8,547</b>
			-		-		-				-
										<b>SUBTOTAL</b>	<b>13,423</b>
											-
										<b>TOTAL</b>	<b>\$ 13,423</b>





January 22, 2025

Zetin Contractors  
 4015 E Francis Ave  
 Spokane, WA 99217

Attn: Shawn Walker

Re: Downriver Golf Course Cart Pathways  
 Added Landscaping

**Added Landscaping**

**Added Materials**

- 6' Evergreen Tree	1.0	Ea	@	475.00	/Ea =	\$ 475.00
- 6' Arborvitae Tree	3.0	Ea	@	140.00	/Ea =	\$ 420.00
- 1 Gallon Shrub	96.0	Ea	@	22.00	/Ea =	\$ 2,112.00
- 2 Gallon Shrub	22.0	Ea	@	48.00	/Ea =	\$ 1,056.00
- 5 Gallon Shrub	16.0	Ea	@	69.00	/Ea =	\$ 1,104.00
- Misc. Stakes, Fertilizer Tabs, Warranty, Etc.	1.0	LS	@	300.00	/LS =	\$ 300.00
- Boulders	16.0	Ea	@	90.00	/Ea =	\$ 1,440.00
- 2"-8" Rock Mulch	30.0	Yds	@	61.00	/Yd =	\$ 1,830.00
- Concrete Edging	151.0	Ft	@	20.00	/Ft =	\$ 3,020.00
- Gravel Under Edging	3.5	Yds	@	48.00	/Yd =	\$ 168.00
- Bark Mulch	1.0	Yds	@	50.00	/Yd =	\$ 50.00

**Added Labor**

- Onsite Laborer	105.0	Hrs	@	58.50	/Hr =	\$ 6,142.50
- Equipment Operator	20.0	Hrs	@	69.60	/Hr =	\$ 1,392.00

**Added Equipment**

- Mini Excavator	6.0	Hrs	@	50.00	/Hr =	\$ 300.00
- Skid Steer	14.0	Hrs	@	50.00	/Hr =	\$ 700.00

**Subtotal of Added items**

- Overhead & Profit			@	15%	=	\$ 3,076.43
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**Subtotal**

- Insurance			@	2%	=	\$ 471.72
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**Total of All items**

\$ 24,057.64



Exclusions

- Irrigation System
- Sub-grade Preparation
- Topsoil and Placement of

Above <sup>s</sup> all provided by the owner.

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Jeff Brady





### License Information:

[New search](#) [Back to results](#)

<b>Entity name:</b>	ZETIN CONTRACTORS, LLC
<b>Business name:</b>	ZETIN CONTRACTORS LLC
<b>Entity type:</b>	<a href="#">Limited Liability Company</a>
<b>UBI#:</b>	603-435-502
<b>Business ID:</b>	001
<b>Location ID:</b>	0001
<b>Location:</b>	Active
<b>Location address:</b>	4015 E FRANCIS AVE SPOKANE WA 99217-6536
<b>Mailing address:</b>	4015 E FRANCIS AVE SPOKANE WA 99217-6536



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this location	License#	Count	Details	Status	Expiration date	First issuance date
<a href="#">Deer Park General Business - Non-Resident</a>				Active	Sep-30-2025	Apr-24-2023
<a href="#">Minor Work Permit</a>				Active	Aug-31-2025	Aug-05-2024
<a href="#">Spokane General Business</a>				Active	Sep-30-2025	Sep-16-2014
<a href="#">Spokane Valley General Business - Non-Resident</a>				Active	Sep-30-2025	Sep-26-2014

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

Owners and officers	Title
BROWN, EZEKIEL	

The Business Lookup information is updated nightly. Search date and time: 2/28/2025 12:01 :53 PM



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**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

---

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Additional Premium: \$ Included

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

Any person or organization that:

- a. You agree in a “written contract requiring insurance” to include as an additional insured on this Coverage Part; and
- b. Has not been added to this policy as an additional insured for the same project by the attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement’s schedule;

is an insured, but:

- c. Only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury”; and
- d. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

**(1)** If the “written contract requiring insurance” specifically requires you to provide additional insured coverage to that person for injury or damage that arises out of “your work”, that person or organization is an additional insured only if the injury or damage arises out of “your work” to which the “written contract requiring insurance” applies;

**(2)** If the “written contract requiring insurance” specifically requires you to provide additional insured coverage to that person for injury or damage that is caused, in whole or in part, by the acts or omissions of you or your subcontractor, that person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by the acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies” or

**(3)** If neither Paragraph **(1)** nor **(2)** above applies that person or organization is only an additional insured if, and only to the extent that, the injury or damage is caused by negligent acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies. The person or organization does not qualify as an additional insured with respect to injury or damage caused in whole or in part by independent negligent acts or omissions of such person or organization.

2. If the “written contract requiring insurance” contains a specific requirement that you procure completed operations coverage or coverage within the “products-completed operations hazard” for the additional insured, then the insurance provided to the additional insured covers “bodily injury” or “property damage” that occurs within the “products-completed operations hazard” at the level specified in Paragraph **1.d.(1)**, **1.d.(2)**, or **1.d.(3)**, whichever applies. However, even if completed operations coverage or coverage within the “products-completed operations hazard” is required by the “written contract requiring insurance”, such coverage is available to the additional insured only if the “bodily injury” or “property damage” occurs prior to the end of the time period during which you are required by the “written contract requiring insurance” to provide such coverage or the expiration date of the policy, whichever comes first.
3. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the “written contract requiring insurance”, the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the “written contract requiring insurance” will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that “written contract requiring insurance”. This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
4. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the “written contract requiring insurance” specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
5. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the “occurrence” or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

6. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement for construction services under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal and advertising injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 5/1/2023

Policy No. 23E PS 12905

Insured Zetin Contractors, LLC

Endorsement No. 16

Countersigned By \_\_\_\_\_

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**CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

**SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW**

- 1. Miscellaneous Additional Insureds**  
8 additional insured extensions.  
  
**Primary and Noncontributory Insurance**
- 2. Damage To Premises Rented to You**  
Limit increased to \$500,000.
- 3. Medical Payments**  
Limits increased to \$15,000.  
Reporting period increased to three years from the date of accident.
- 4. Non-owned Watercraft**  
Increased to 50 feet.
- 5. Supplementary Payments**  
Cost of bail bonds increased to \$10,000.  
Daily loss of earnings increased to \$500.
- 6. Newly Formed Or Acquired Organizations**  
Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.
- 7. Liberalization Clause**
- 8. Unintentional Failure To Disclose Hazards**
- 9. Notice of Occurrence**
- 10. Broad Knowledge of Occurrence**
- 11. Bodily Injury - Extension of Coverage**
- 12. Expected Or Intended Injury**  
Reasonable force - bodily injury or property damage.
- 13. Blanket Waiver of Subrogation**  
Waiver of subrogation where required by written contract or written agreement.

**14. In Rem Actions****15. Voluntary Property Damage**

Limits added: \$5,000 occurrence, \$10,000 aggregate.

**1. MISCELLANEOUS ADDITIONAL INSUREDS**

**Section II Who Is An Insured** is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.



The insurance provided to such state or political subdivision does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or political subdivision.

**b. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**c. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**d. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**e. Owners or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**f. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**g. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for “bodily injury”, “property damage” or “personal and Advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person’s or organization’s status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any “occurrence” which takes place after the equipment lease expires; or

(2) To “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the sole negligence of such additional insured.

**h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations**

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

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

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; or
- c. “Your Work” performed for the additional insured described in Paragraph 1. or 2. above and included in the “products-completed operations hazard.”

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

### Primary And Noncontributory Insurance

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

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

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

**Section III - Limits of Insurance**, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs **a.** through **h.** above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

### 2. Damage To Premises Rented to You

**SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because of “property damage” to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

### 3. MEDICAL PAYMENTS

**A. Section III – Limits of Insurance**, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above the Medical Expense Limit is the most we will pay under **Coverage C** for all medical expenses because of “bodily injury” sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

**B.** This provision **5.** (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

**C.** Paragraph **1.a.(3)(b) of Section I - Coverage C - Medical Payments**, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

### 4. NON-OWNED WATERCRAFT

**A.** If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

- (b) A watercraft that you do not own that is:
  - (i) Less than 50 feet long; and
  - (ii) Not being used to carry persons or property for a charge.

- B. If Paragraph A. does not apply, Paragraph g. (2) of 2. **EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

- (a) Less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### 5. SUPPLEMENTARY PAYMENTS

- A. Under **Section I - Supplementary Payments - Coverage A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;
- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$500.

#### 6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

#### 7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

#### 8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** – Paragraph 6. – **Representations** is replaced by the following:

##### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

#### 9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit**:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

#### 10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit**:

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

#### 11. EXPANDED BODILY INJURY

**Section V - Definitions**, the definition of “bodily injury” is changed to read:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

#### 12. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### 13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

#### 14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

#### 15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for “property damage” to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the “property damage” must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or “suits” for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or “suits” brought, or persons or organizations making claims or bringing “suits”:

1. Subject to 2. Below, the most we will pay for “property damage” arising from any one “occurrence” arising out of “property damage” to property of others caused by you and while in your care, custody or control is \$5,000.

2. The most we will pay for the sum of all “property damage” in an annual policy period is \$10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance.**

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 5/1/23

Policy No. 23E PS 12905

Insured Zetin Contractors, LLC

Endorsement No. 15

Countersigned By \_\_\_\_\_

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**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us”, and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per “accident” and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any “employee” of yours while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of “autos” covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

**SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:**

**5. Transfer of Rights of Recovery Against Others to Us**

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the “accident” or the “loss” under a contract with that person or organization.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

**c. Voluntary Property Damage**

At your written request, we may make a voluntary payment for Property Damage caused by an “insured”, but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an “insured” under this policy.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.2. – **Towing** is replaced by the following:

**Towing**

We will pay up to \$500 for towing and labor costs incurred each time a covered “auto” that is a:

- a. Private passenger;
- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

**Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered “auto”, we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. “Loss” caused by hitting a bird or animal; and

- c. “Loss” caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered “auto’s” collision or overturn considered a “loss” under Collision Coverage.

**Glass Repair – Waiver of Deductible**

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

**a. Transportation Expenses**

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that is a:

- (1) Private passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.



**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
Paragraph A.4.b. – **Loss of Use Expenses** is  
replaced by the following:

**b. Loss of Use Expenses – Hired, Rented,  
or Borrowed Automobiles**

We will pay expenses for which an  
“insured” becomes legally responsible to  
pay for loss of use of a vehicle hired,  
rented or borrowed without a driver under  
a written rental contract or agreement.  
We will pay for loss of use expenses, if  
caused by:

- (1) Other than Collision, only if the  
Declarations indicate that  
Comprehensive Coverage is provided  
for the vehicle withdrawn from  
service.
- (2) Specified Causes of Loss only if the  
Declarations indicate that Specified  
Causes of Loss Coverage is provided  
for the vehicle withdrawn from  
service.
- (3) Collision only if the Declarations  
indicate that Collision Coverage is  
provided for the vehicle withdrawn  
from service.

However, the most we will pay for any  
expenses for loss of use is \$200 per day, to a  
maximum of \$1,500.

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
Paragraph A.4.c. – **Non-Transportation Loss of Use  
Expenses** is added as follows:

**c. Non-Transportation Loss of Use  
Expenses**

We will pay up to \$2,000 for non-  
transportation expense incurred by you,  
because of “loss” to a covered “auto”, if  
caused by:

- (1) Other than Collision, only if the  
Declarations indicate that  
Comprehensive Coverage is provided  
for the “auto” withdrawn from service;

- (2) Specified Causes of Loss only if the  
Declarations indicate that Specified  
Causes of Loss Coverage is provided  
for the “auto” withdrawn from service;  
or
- (3) Collision only if the Declarations  
indicate that Collision Coverage is  
provided for the “auto” withdrawn  
from service.

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
Paragraph A.4.d. – **Airbag Coverage** is added as  
follows:

**d. Airbag Coverage**

We will pay for the cost to repair, replace,  
or reset an airbag that inflates for any  
reason other than as a result of a  
collision, if the Declarations indicate that  
the covered “auto” has Comprehensive  
Coverage or Specified Causes of Loss  
Coverage.

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
Paragraph A.4.e. – **Rental Reimbursement  
Coverage** is added as follows:

**e. Rental Reimbursement Coverage**

We will pay up to \$75 per day for rental  
reimbursement expenses incurred by you  
for the rental of an “auto” because of  
“loss” to a covered “auto” that is a:

- (1) Private Passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross  
Vehicle Weight. Payment applies in  
addition to the otherwise applicable  
amount of each coverage you have on a  
covered “auto”. No deductibles apply to  
this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered “auto”.
  - (b) 30 days.
- (2) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.
- (3) The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on Rental Reimbursement Coverage Form CA 99 23.

**SECTION IV – BUSINESS AUTO CONDITIONS –** Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

**Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**SECTION IV – BUSINESS AUTO CONDITIONS –** Paragraph B.5.b. – **Other Insurance** is replaced by the following:

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

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

**SECTION V – DEFINITIONS –** Paragraph C. – **“Bodily injury”** is replaced by the following:

- C. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease



STAFF OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

February 28, 2025

WAUBI No.	603 435 502
L&I Account ID	292,311-02
Legal Business Name	ZETIN CONTRACTORS LLC
Doing Business As	ZETIN CONTRACTORS LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2024 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ZETINCL86104
License Expiration	09/26/2026

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

**Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

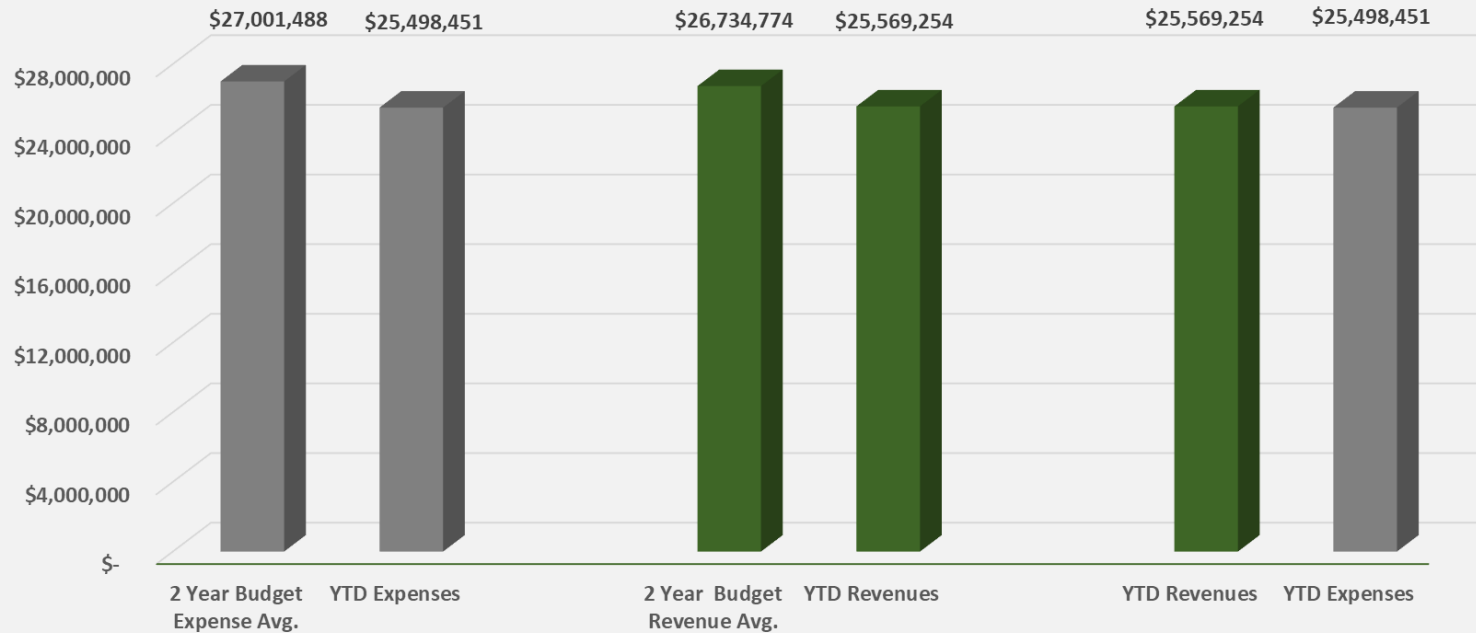


City of Spokane  
**PARKS  
& RECREATION**

*Year-End '24  
Financials*



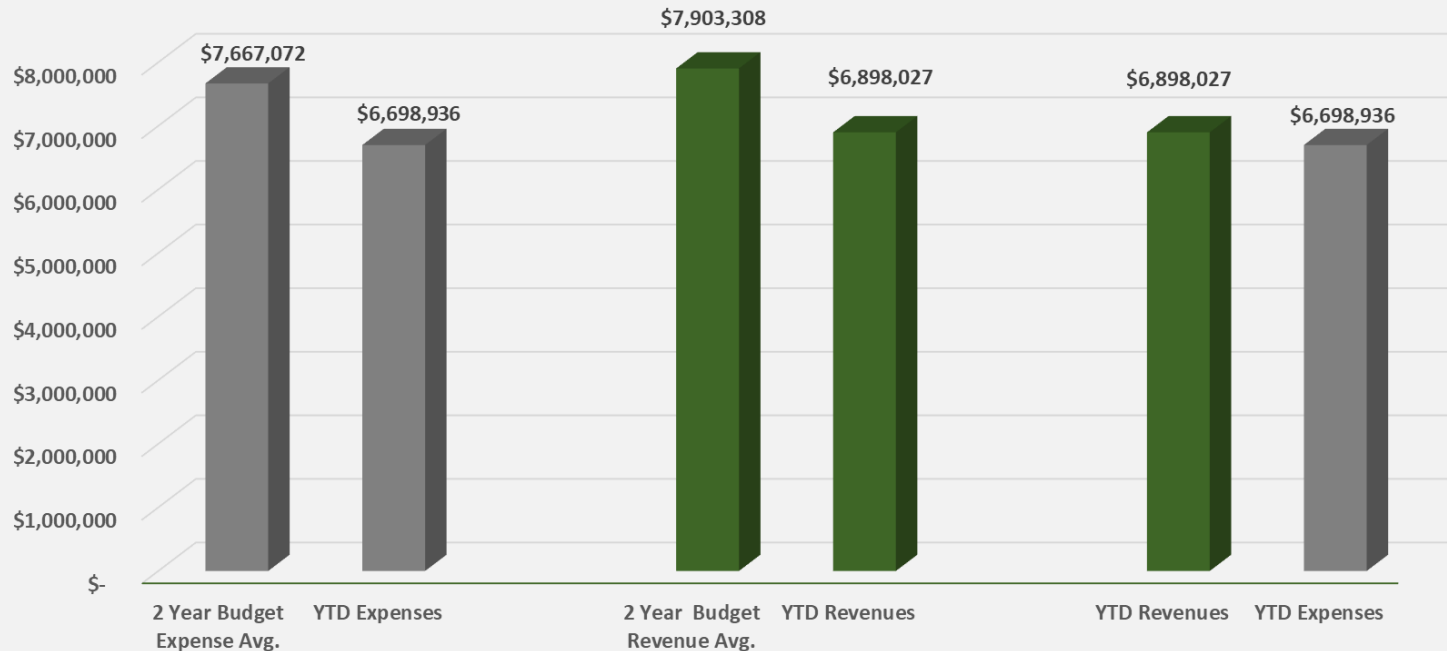
# Parks Financials



## Key Concepts:

- The 13<sup>th</sup> month had a net loss of \$850,285, however, \$519,000 of that loss was from the final transfer to capital for 2024 (\$119,000 of that was for a prior period Merkel turf payment).
- In 2024, Parks earned 99.8% of budgeted revenues and spent 99.51% of budgeted expenses.
- For 2024, revenues exceeded expenses by \$70,803.

# Golf Financials



## Key Concepts:

- The 13<sup>th</sup> month had a net loss of \$742,436, primarily in wages/benefits, contracts and services, and capital.
- In 2024, golf earned 112% of budgeted revenues and spent 118% of budgeted expenses.
- In 2024, expenses exceeded revenues by \$53,826 (excluding FIF and debt payments). Including the FIF and debt payment, revenues exceeded expenses by \$199,091.



City of Spokane  
**PARKS**  
& RECREATION



*Questions Or  
Comments?*



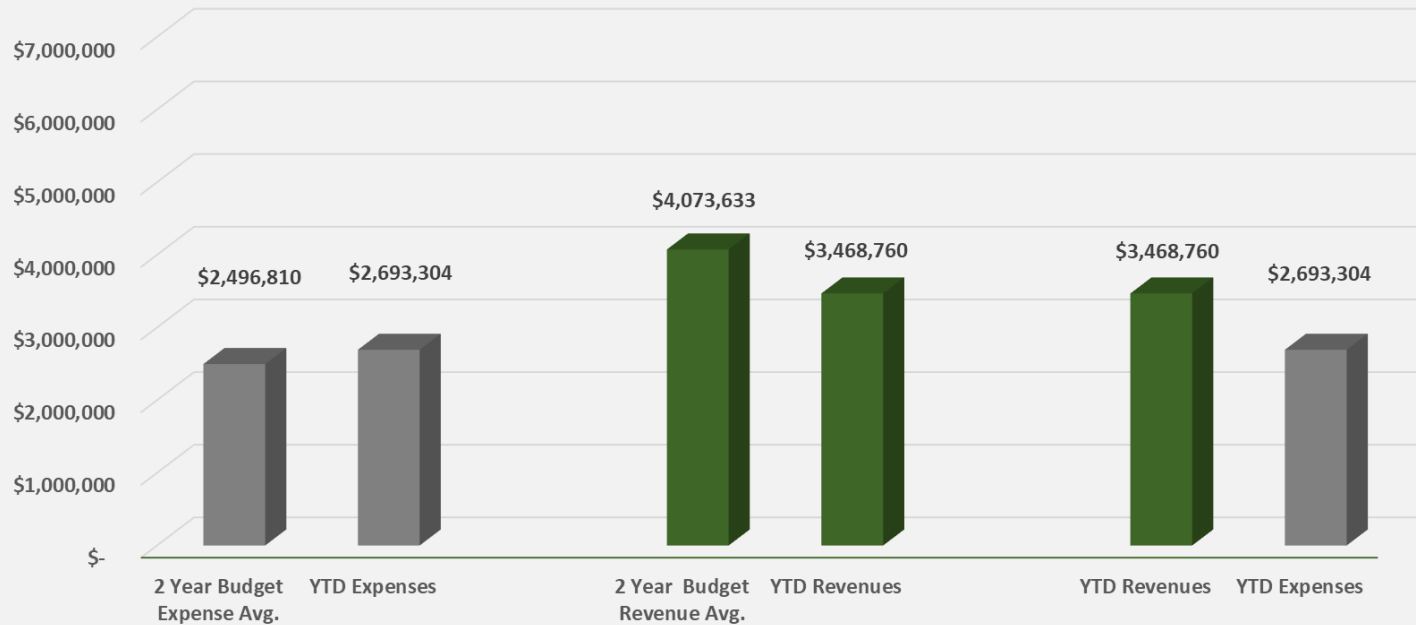
City of Spokane  
**PARKS  
& RECREATION**



*February '25  
Financials*



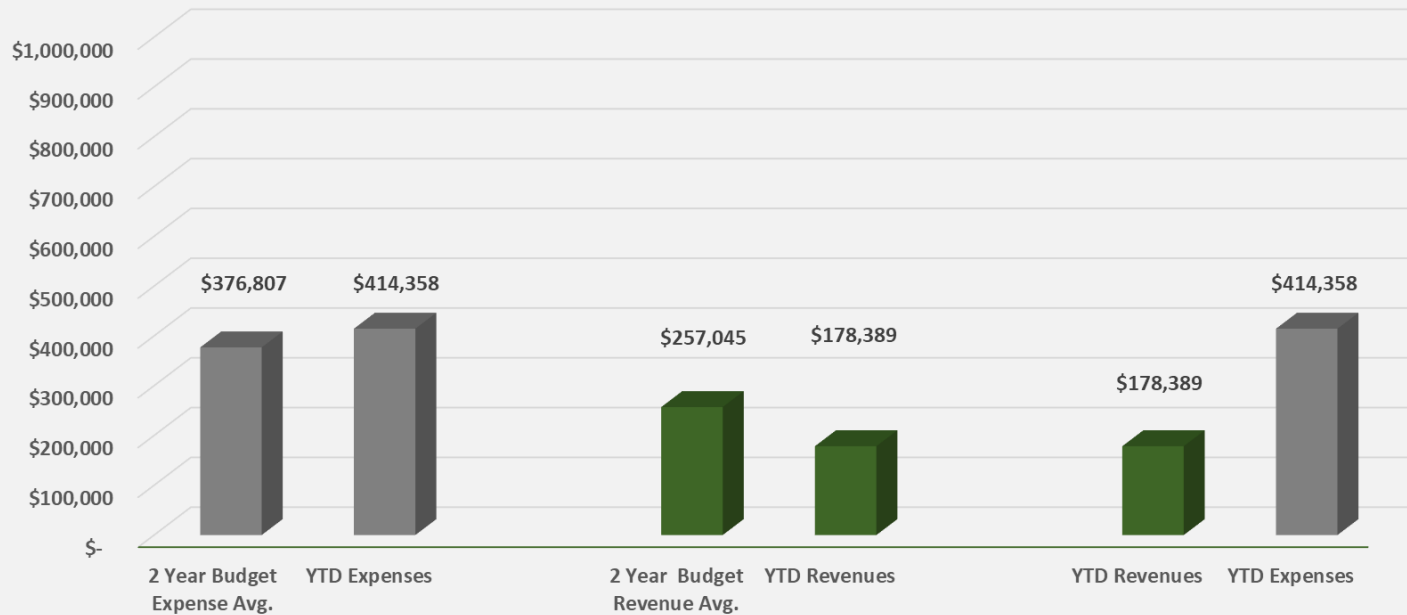
# Parks Financials



## Key Concepts:

- February had a net loss of \$163,365, which is generally a net positive month (\$516,699 last year). The primary difference is a timing variance in payment of interfund charges, and a transfer from the Sewer Dept. to Parks which will occur in March this year versus February of last year.
- Year-to-date, revenues exceed expenses by \$775,456.

# Golf Financials



## Key Concepts:

- February was a net loss of \$284,350, which is typical for this time of year.
- Revenues are showing lower than last year due to a decrease in pre-season pass sales, however, this year there was no incentive to buy them early so this was an expected decrease and should be recovered with regular season pass sales.
- Year-to-date, golf expenses are exceeding revenues by \$235,969.



City of Spokane  
**PARKS  
& RECREATION**



*Questions Or  
Comments?*

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> January 6, 2025	
<b>Requester</b>	Jon Moog	<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Spokane Pavilion Naming Rights Agreement		
<b>Begin/end dates</b>	Begins: 01/09/2025	Ends: 12/31/2035	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> City partnered with the Superlative Group (OPR# 2024-0157) in February 2024, a sponsorship sales agency, to secure a naming rights sponsor for the Spokane Pavilion. This collaboration has resulted in the proposed agreement with "Title Sponsor", granting them naming rights to the Spokane Pavilion for an initial 10-year term with a potential extension for five additional years. In return for these rights, along with various marketing and promotional opportunities, "Title Sponsor" will provide City with \$2,636,692.25 over the initial term. Name of "Title Sponsor" has been shared confidentially with Board Members and will be immediately announced upon Park Board approval of this agreement.			
<b>Motion wording:</b> Approve naming rights agreement with "Title Sponsor" and rename the Spokane Pavilion to "Title Sponsor Pavilion"			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Sponsor- TBA Name: {Sponsor - TBA}                      Email address: TBA                      Phone: TBA			
<b>Distribution:</b> Parks – Accounting    Amy Lindsey, alindsey@spokanecity.org Parks – Sarah Deatrich    Kyle Canter, canter@superlativegroup.com Requester: Jon Moog    {Sponsor - TBA} Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: 2,636,692.25    1400-54341-76901-34797			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: {TBA}                      Business license expiration date: 5/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

# Facility Naming Sponsorships - Briefing Paper



## Purpose

- The Riverfront Park Master Plan recommends exploration of public and private sponsorships/donations to sustain the community's investment in the redevelopment of Riverfront.
- Naming rights funds go toward free educational, entertainment, and cultural programs (in 2024: 60+ community partners and 117 events), and care of 64 acres of open park space for 1M annual visitors
- This partnership includes an allocation of \$50,000 each year towards free and low-cost events that benefit the community and bring us together – from concerts and festivals to family events. There is also a focus on honoring our local healthcare workers, first responders, educators, and veterans.
- Amidst rising costs, Park Board views naming rights as one pathway to drive revenue, along with corporate programming partnerships and individual/family giving

## History of Facility Naming

11/2017: Contracted with Brett Sports to value and sell select facility naming opportunities

02/2018: Press Release seeking sponsors

02/2019: Contracted with Numerica Credit Union for naming of Skate Ribbon and SkyRide facility

07/2019: Park Board approved the U.S. Pavilion eligible for naming rights

2020-2021: Covid pause

09/2022 & 02/2023: Press Release seeking sponsors, no responsive bidders

02/2024: Park Board contracted with Superlative Group to seek Pavilion sponsor

03 – 07/2024: Expo 50<sup>th</sup> Celebration pause

09 – 12/2024: Sponsor secured through Superlative Group, negotiations completed

## Outreach

### Press releases

- 02/2018: [Riverfront Park Seeking Sponsors](#)
- 09/2022: [Riverfront Seeks Naming Rights Partner for U.S. Pavilion](#)
- 10/2022: Re-issued with deadline extension
- 02/2023: [Riverfront Seeks Naming Rights Partner for U.S. Pavilion](#)
- 03/2023: Re-issued with deadline extension

### Media coverage

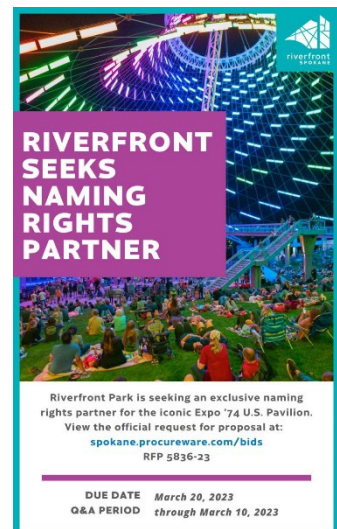
- 02/2018: [Spokesman](#), [KXLY](#), [KREM](#), [Inlander](#), [Journal of Business](#)
- 07/2019: [Spokesman](#)
- 09/2022: [Spokesman](#), [KHQ](#), [KXLY](#)
- 12/2022: [Spokesman](#)
- 01/2025: [KHQ](#), [KXLY](#), [KREM](#)

### Social media, ads, referrals

- Multiple posts on [Linked In](#), [Facebook](#)
- Journal of Business ad 2022
- Gazette notifications 2022 & 2023
- 103 referrals to Superlative Group, 18 companies on RFP Interested Parties list

## Terms

- 10-year contract, with 5-year extension option
- \$190,000 in year 1 (after 17% commission), 3% annual escalation, plus \$50,000/year for community events (assumed in 2025 budget)
- Official name of facility: "Partner Name" Pavilion
- Permanent sign space determined by SMC, plus temporary signs, following park design standards
- Event tickets, rentals, booth space, social media recognition, and similar



## NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the “Agreement”), made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the City of Spokane Parks and Recreation Department, a Washington municipal corporation with an office address of 808 West Spokane Falls Boulevard, Spokane, WA 99201 (“Entity”) and \_\_\_\_\_, a \_\_\_\_\_ with an office address at \_\_\_\_\_ (“Sponsor”). Entity and Sponsor are sometimes together referred to herein as the “Parties” and individually as a “Party”.

### WITNESSETH:

WHEREAS the Entity owns and operates an outdoor multi-purpose performance venue (further described in Section 2) located at 574 West N. Howard Street, Spokane, Washington 99201 referred to as the Spokane Pavilion (the "Facility"); and

WHEREAS, Entity has the right to sell Naming Rights and other sponsorship and associated rights to the Facility; and

WHEREAS, Sponsor desires to purchase Naming Rights to the Facility and other sponsorship and associated rights with respect to the Facility, all as more fully set forth herein; and

WHEREAS, Entity desires to sell Naming Rights and other sponsorship and associated rights to the Facility to the Sponsor, in consideration for the covenants and agreements set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings.

“**Affiliate**” means a Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person. As used in this definition, the term "controls" or "controlled by" means the possession of the power to direct the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the Preamble.

“**Base Term**” has the meaning set forth in Section 3.

“**Contract Year**” means each twelve (12) month period beginning on the Effective Date and each anniversary thereof.

**“Direct Competitor”** means any Person (other than Sponsor) that principally or exclusively (as opposed to incidentally) provides or offers products and/or services within the Exclusive Category.

**“Effective Date”** has the meaning set forth in the Preamble.

**“Entitlements”** means the entitlements set forth in **Exhibit B**.

**“Entity”** has the meaning set forth in the Preamble.

**“Entity Default”** has the meaning set forth in Section 25(c).

**“Entity Trademarks”** means Entity’s name or other logos or trademarks, as set forth in Section 16(a).

**“Exclusive Category”** means, with respect to the Facility, the financial services category, including, but not limited to, banks, credit unions, mortgage brokers, investment/trust service providers, and credit card providers.

**“Extended Term”** has the meaning set forth in Section 3.

**“Facility”** has the meaning set forth in the Recitals.

**“Facility Developments”** means any facility, or any portion thereof, that is planned, developed, and/or constructed at, or in association with, the Facility after the Effective Date.

**“Facility Logos”** has the meaning set forth in Section 10(a). The Facility Logo shall also include any future changes to the Facility Logo, in accordance with this Agreement.

**“Facility Social Media Accounts”** has the meaning set forth in Section 15(b).

**“Facility Trademarks”** has the meaning set forth in Section 14(a).

**“Facility Website”** has the meaning set forth in Section 15(a).

**“Force Majeure Event”** has the meaning set forth in Section 31.

**“Independent Marks”** has the meaning set forth in Section 14(c).

**“Insolvency Event”** means, with respect to Sponsor, the occurrence of any of the following: (a) Sponsor shall commence a voluntary case concerning itself under any Insolvency Law; (b) an involuntary case is commenced against Sponsor and the petition is not controverted within fifteen (15) days, or is not dismissed within sixty (60) days, after commencement of the case; (c) a custodian is appointed for, or takes charge of, all or substantially all of the property of Sponsor or commences any other proceedings under any Insolvency Law relating to Sponsor or there is commenced against Sponsor any such proceeding which remains undismissed for a period of sixty (60) days; (d) any order of relief or other order approving any such case or proceeding is entered; (e) Sponsor is adjudicated insolvent or bankrupt; (f) Sponsor suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged

or unstayed for a period of sixty (60) days; or (g) Sponsor makes a general assignment for the benefit of creditors.

**"Insolvency Law"** means any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction, whether federal, state or foreign, and whether now existing or hereafter in effect.

**"Knowledge"** means with respect to Sponsor, that the executive officers and directors of Sponsor are aware or reasonably should have been aware of a particular fact or matter after conducting reasonable due diligence and inquiry.

**"Laws"** means any federal, state, local, or foreign constitution, treaty, law, statute, ordinance, resolution, rule, code, regulation, order, writ, decree, injunctions, judgment, stay, or restraining order, provisions and conditions of permits, licenses, registrations, and other operating authorizations, and any judgment, opinion, or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended.

**"Name"** has the meaning set forth in Section 4(a). The Name shall also include any future name changes.

**"Naming Rights"** means the right, subject to prior written mutual agreement between the Parties, to name the Facility.

**"Old Facility Logo"** has the meaning set forth in Section 10(c).

**"Party"** has the meaning set forth in the Preamble.

**"Person"** means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

**"Primary Logo"** has the meaning set forth in Section 10(a).

**"Public Statements"** has the meaning set forth in Section 37.

**"Rights Fee"** has the meaning set forth in Section 8.

**"Riverfront Park"**, also known as "Riverfront Spokane," is a public urban park in downtown Spokane, Washington that is owned and operated by the Entity and is located at 507 N Howard Street, Spokane, Washington 99201

**"Secondary Logos"** has the meaning set forth in Section 10(a).

**"Signage"** has the meaning set forth in Section 11(a).

**"Sponsor"** has the meaning set forth in the Preamble.

**"Sponsor Default"** has the meaning set forth in Section 25(a).



“**Sponsor Trademarks**” means Sponsor’s name or other logos or trademarks, as set forth in Section 17(a).

“**Style Guide**” has the meaning set forth in Section 10(b).

“**Subordinate Rights**” has the meaning set forth in Section 4(c).

“**Term**” has the meaning set forth in Section 3.

“**Third Party Intellectual Property**” has the meaning set forth in Section 18(a).

“**Third Party Signs**” has the meaning set forth in Section 11(f).

“**Transfer**” has the meaning set forth in Section 28(a).

“**Uncontrolled Portions**” has the meaning set forth in Section 6(a).

2. Spokane Pavilion. Entity hereby represents that Entity owns and operates the Facility. Facility is a 5,100-person capacity outdoor multi-purpose performance venue located within Riverfront Park and located at 574 West N. Howard Street, Spokane, Washington 99201; a map of the Facility is included as **Exhibit A**. Nothing herein contained shall obligate Entity to operate the Facility or any of its facilities on any day or for any particular number of hours per day. Entity reserves the right to alter the operating schedule of days and hours of the Facility at any time and without notice to Sponsor. Should there be any cancellation of a scheduled public event Entity will notify Sponsor as soon as possible.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for ten (10) Contract Years, unless extended or sooner terminated in accordance with the terms hereof (the “Base Term”). If this Agreement is extended pursuant to Section 3(a), the extension period shall be referred to as the “Extended Term”. The Base Term and any and all Extended Terms shall together or individually to be referred to herein as the “Term”.

a. Extension Option. Notwithstanding the foregoing, the Parties shall have the right to extend the Term of this Agreement upon the terms and conditions set forth herein, as further set forth in Section 3(b).

b. Extended Term. If at any time before the last day of Contract Year 8, Sponsor wishes to extend the Term, they must provide Entity with written notice (in accordance with Section 19) of their desire to extend the Term. If the Entity agrees to such extension, then the Entity will provide written notice to the Sponsor, and the Parties shall execute an amendment to this Agreement extending the term by an additional five (5) Contract Years, effective immediately after the expiration of Contract Year 10.

4. Grant of Rights.

a. Grant of Naming Rights. Entity hereby grants to Sponsor during the Term the exclusive Naming Rights to Facility pursuant to the terms and conditions of this Agreement. As

of the Effective Date, the official name of Facility shall be the “{Sponsor} Pavilion” (the “Name”), unless amended or changed in accordance with this Agreement. The Facility shall be referred to as the Name in all marketing and promotional materials (materials including print and electronic publications, print and electronic program guides, brochures, visitor guides, flyers, and the like, on websites, social media, press releases, electronic or static billboards, merchandise, uniforms, badges, letterhead, event credentials and tickets, and similar materials, and other related areas) and Signage. Both Parties agree that the Name should not be abbreviated, except as the Parties may agree as set forth in the Style Guide, and to use good faith efforts, contractually or otherwise, to require that third parties (including those third parties that enter into an agreement to rent or use Facility) include the Name in all advertising or other dissemination of information regarding Facility.

b. Name Change. In no event shall the Name be changed or altered by Sponsor without the prior written approval of Entity which approval shall not be unreasonably withheld.

c. Subordinate Rights. Notwithstanding the grant of Naming Rights, Entity shall have the unlimited right to offer, grant, sell or otherwise convey naming rights, presenting sponsor, official sponsor, sponsorship rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, to any subordinate portion of the Facility (the “Subordinate Rights”) to any third party; *provided however*, that Entity shall not grant any Subordinate Rights to a Direct Competitor within the Exclusive Category.

d. Limitation of Rights. The Parties hereby understand and agree that the Entitlements and branding rights set forth in this Agreement shall only apply to the Facility as it currently exists as of the Effective Date, which is set forth in **Exhibit A**; they shall not apply to any Facility Developments. Any and all branding opportunities to Facility Developments shall be negotiated and memorialized in a separate written agreement.

5. Exclusivity. From the Effective Date through the end of the Term, subject to Section 6 below, and as long as no Sponsor Default exists, Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category anywhere at the Facility.

6. Exceptions to Exclusivity. Notwithstanding anything to the contrary herein, any right of exclusivity granted to Sponsor in this Agreement shall be limited based on the following:

- a. Sponsor acknowledges and agrees that Entity cannot control the Facility, and components thereof, when promoters, tenants, and other third parties use the Facility or any of the facilities therein or when the Facility is open to the public (“Uncontrolled Portions”). Therefore, competing brand logos, products, signage, and other promotion or recognition, including those of Direct Competitors, may be promoted and otherwise visible, throughout the Term, in the Uncontrolled Portions and will not constitute a breach of this Agreement.
- b. Entity may, without breaching this Agreement, enter into rental, lease, or use agreements for use of the Facility or its facilities therein with entities who may

compete, have sponsors that compete, or host events or other functions that have sponsors that compete with Sponsor, including Direct Competitors.

7. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, Entity shall provide to Sponsor and Sponsor shall be entitled to the Entitlements set forth in **Exhibit B**.

8. Compensation to Entity. In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor shall pay to Entity compensation during the Term as set forth in **Exhibit C** (“Rights Fee”). The Rights Fee shall be due and payable in one (1) installment per Contract Year. In the first Contract Year, the Rights Fee shall be due and payable within sixty (60) days of the Effective Date. In all subsequent Contract Years, the Rights Fee shall be due and payable upon the commencement of each Contract Year.

a. Community Engagement. In addition to the Rights Fee, Sponsor agrees to spend Fifty Thousand Dollars (\$50,000) per Contract Year for the purpose of promoting the partnership between the Parties through marketing and promotional activities at the Facility and community engagement opportunities. The marketing and promotional activities and community engagement opportunities shall be mutually agreed upon by the Parties.

9. Payments.

a. All payments shall be paid by way of check made payable to “City of Spokane” and mailed to Entity at its address set forth in Section 19, or such other address as is designated by Entity in writing and in advance. The commission payment to The Superlative Group, Inc. shall be paid by Entity in accordance with the terms of OPR 2024-0157.

b. Any payment required to be made by Sponsor that is not paid within ten (10) days from the date such payment becomes due and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is actually made. The right of Entity to receive interest under this Section shall be in addition to all other rights it may have as a result of Sponsor’s failure to make payments when due.

10. Facility Logos.

a. Facility Logos. During the Term, Entity and Sponsor shall develop, at Sponsor’s sole cost and expense, a logo or other similar design or device incorporating “{Sponsor}”, “{Sponsor},” “Pavilion,” and such additional appropriate words or designs that relate to or identify Sponsor and Entity (the “Primary Logo”). Sponsor may develop, at Sponsor’s sole cost and expense, derivative graphic designs and devices related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement, subject to the prior written approval of Entity (the “Secondary Logos”; collectively with the Primary Logo, the “Facility Logos”). In all events, the Facility Logos shall be included in all marketing and promotional materials produced by Sponsor related to the Facility. In all events, the Facility Logos shall be mutually agreed upon by Entity and Sponsor. In no event shall any of the Facility Logos be changed or altered by Sponsor without the prior written approval of Entity.

b. Use of the Facility Logos & Name. As soon as reasonably practical after the Effective Date, Entity and Sponsor shall develop a style guide that sets forth approved uses of the Facility Trademarks and the Independent Marks (“Style Guide”). Any use of the Facility Trademarks and Independent Marks by either Party shall comply with the Style Guide in all material respects. Any use of the Facility Name, Facility Logo, or Independent Marks by either Party that departs in any material respect from the agreed upon Style Guide shall, in each case, be submitted to the other Party for its prior written approval, in accordance with the approval rights set forth in Sections 16 and 17, respectively.

c. Use of Old Facility Logo & Name. Entity shall have the right to deplete any inventory (e.g., brochures, flyers, letterhead, etc.) of produced materials using the Facility name and logo that was used prior to this Agreement (“Old Facility Logo”), not to exceed forty-five (45) days past the Effective Date. Prior to forty-five (45) days past the Effective Date, Entity shall provide Sponsor with the opportunity to purchase Old Facility Logo inventory, without markup, for destruction. Entity shall order any and all new inventory after the Effective Date with the Name and Facility Logo (as appropriate, depending on the nature of the item).

## 11. Signage.

a. Facility Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure of the Name and Facility Logos placed conspicuously in, on and around the Facility and as otherwise specified in **Exhibit B** (the “Signage”). The content, appearance, location, material, quantity and size of all Signage shall be mutually agreed upon by Sponsor and Entity. The appearance, location, and size of any and all Signage shall be consistent with local regulations and applicable Laws, including building codes.

b. Production and Installation. Sponsor shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, fabrication, delivery, mounting and installation of all Signage, which amounts shall be in addition to, and not a part of, the Rights Fee (as defined in Section 8). Sponsor shall hire one or more contractors reasonably acceptable to Entity to mount and install the Signage, the costs of which shall be the responsibility of Sponsor. In the event that any currently existing signage is in need of removal and replacement in order to install the Signage, Sponsor shall be solely responsible for the costs and expenses of such removal and replacement. Any and all currently existing signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor.

c. Maintenance. Following the design, permitting, preparation, production, fabrication, delivery, mounting and installation of the Signage, Entity shall be responsible for paying the costs and expenses associated with the routine maintenance of all Signage.

d. Removal and Replacement of Signage. As stated in Section 11(b), Sponsor shall be responsible for all costs and expenses associated with the removal, destruction, discarding, or replacement of any signage existing as of the Effective Date. Additionally, in the event that the Signage is in need of removal, destruction, discarding, and replacement due to the substitution, modification or change of the Name or Facility Logos during the Term, Sponsor shall be

responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. In the event that the Signage is in need of removal, destruction, discarding, and replacement during the Term for any reason beyond the substitution, modification, or change of the Name or Facility Logos, as determined in the sole discretion of Entity, Entity shall be responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. Upon termination or expiration of this Agreement, Sponsor shall be responsible for costs and expenses associated with (i) the removal, destruction, discarding, or replacement of all Signage; and (ii) the reinstallation of the signage that existed prior to the execution of this Agreement. Any and all Signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor.

e. Third Party Signs. Sponsor and Entity shall use reasonable commercial efforts to cause any existing and future third party roadway, wayfinding or other signs referencing Facility to identify Facility by the Name and Facility Logos; *provided however*, that, for the avoidance of any doubt, the Parties shall not be deemed in breach of this Agreement in the event any such third party fails to identify such signage.

f. Third Party Signs as of the Effective Date. Notwithstanding anything herein to the contrary, Entity and Sponsor understand and acknowledge that, prior to the Effective Date, references to Facility as the “Spokane Pavilion” or “U.S. Pavilion” have been physically incorporated in various third party signs, sidewalks, kiosks, and/or building structures that cannot be modified or changed except at considerable cost and expense (the “Third Party Signs”), and the Parties agree that the failure to modify such signs will not constitute a breach of this Agreement. To the extent Sponsor desires that any Third Party Signs in existence as of the Effective Date be replaced or modified to include the Name and/or the Facility Logo, and the cost to replace and/or modify any such Third Party Sign is not borne by the controlling body that owns or controls such Third Party Sign, then the cost and expense of designing, purchasing, constructing, and installing any replacement or modified Third Party Signs shall be paid for by Sponsor.

12. Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of the Name or Facility Logos in accordance with the terms of this Agreement, including receiving Entity’s prior written approval in accordance with this Agreement, Sponsor shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Name and/or Facility Logos, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Name and/or Facility Logos, (c) removing, destroying or discarding merchandise, equipment and other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity displaying the prior Name and/or Facility Logos, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity reflecting the changed Name and/or Facility Logos; and (e) attorneys’ fees, other professionals’ fees, and the cost of obtaining any required consents and approvals

associated with such change as well as all other out of pocket costs and expenses relating to Signage, promotions, branding, advertising and marketing.

13. Third Party Marketing and Promotional Materials. Entity and Sponsor agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, parties holding events at the Facility, and other third parties to identify Facility by the Name and to incorporate the Name and Facility Logos into all advertising and promotional materials that identify the Facility published or distributed by such party; *provided however*, that any failure of such parties to refer to Facility by the Name and incorporate the Facility Logos shall not be considered a breach of this Agreement.

14. Trademarks.

a. Ownership of Facility Trademarks. Entity and Sponsor agree that Sponsor shall own all right, title and interest in the Name, Facility Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith (“Facility Trademarks”). Sponsor shall license or acquire from the creator(s) of the Facility Logos “artist’s design” sufficient rights, including rights in any copyright, to permit unrestricted use of the trademarks associated with the Facility Trademarks. For the avoidance of doubt, each Party shall retain all right, title, and interest in its respective Independent Marks that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo, the name “Spokane Pavilion,” and the Entity Trademarks; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

b. License to Use Facility Trademarks. During the Term, Sponsor hereby grants to Entity an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense to the extent permitted by this Agreement) to use the Facility Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement.

c. Independent Trademarks. Except as to the Facility Trademarks or as expressly provided in this Agreement, Entity and Sponsor shall retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (“Independent Marks”), and neither Party shall use any Independent Mark that is owned by, or licensed or sublicensed to, the other Party without the other Party’s prior written consent, subject to the Style Guide and the approval process set forth in Section 16 and 17 of this Agreement. Each Party agrees that any use of the other Party’s Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning Party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interests in the other Party’s Independent Marks.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject at all times to the reasonable approval of the owning Party. If Entity or Sponsor becomes aware of any unauthorized use of the Independent Marks, then such Party shall promptly notify the other Party of such unauthorized use of the Independent Marks of which the notifying Party has actual knowledge. Both Entity and

Sponsor shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

15. Facility Websites and Social Media.

a. Facility Website. Entity shall (and shall cause any third party, if applicable) change the URL and content on the website for the Facility (the “Facility Website”), as applicable, to reflect Sponsor and the Name and/or Facility Logo. Entity shall manage, during the Term, URL, the day-to-day operation of the Facility Website (subject to mutual agreement on reasonable style guidelines) and ensure maintenance of website uptime.

b. Facility Social Media Accounts. Entity shall (and shall cause any third party, if applicable) change the social media accounts for Facility (including, but not limited to, accounts with Facebook, Instagram, Twitter AKA “X”, LinkedIn, Snapchat, and TikTok) to reflect Sponsor and the Name (the “Facility Social Media Accounts”). Entity shall manage, during the Term, the day-to-day operation of the Facility Social Media Accounts. The Agreement shall include all social media accounts created over the course of the Term.

16. Entity Approval Rights.

a. Sponsor acknowledges and agrees that Entity has an interest in maintaining and protecting the image and reputation of the Facility and Entity, and that in order to accomplish this purpose, Sponsor must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii) the Entity’s name or other logos or trademarks (“Entity Trademarks”) are at all times used in a manner consistent with the Style Guide. Sponsor agrees that Entity shall have the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed to be used by Sponsor that incorporate the Name or Facility Logo, Entity Trademarks, or that make reference in any way to Entity and that depart in any material respect from the Style Guide. Sponsor shall not produce, publish or in any manner use or distribute any such advertising, promotional or other materials that have not been submitted to and approved in writing in advance by Entity.

b. Sponsor shall submit to Entity, via email or at the address set forth in Section 19, for Entity’s examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Entity Trademarks, or that refer to Entity together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Entity shall promptly examine and either approve or disapprove such submissions and shall promptly notify Sponsor in writing of its approval or disapproval. Entity shall not unreasonably disapprove any such submission and, if disapproved, Entity shall advise Sponsor of the specific reasons for disapproval in each case. Entity’s approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

17. Sponsor Approval Rights.

a. Entity acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of the Facility and Sponsor, and that in order to accomplish this purpose, Entity must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii)

Sponsor name, logo and trademarks (“Sponsor Trademarks”) are all times used in a manner consistent with the Style Guide. Entity agrees that Sponsor shall have the right to examine and to approve or disapprove in writing and in advance of use of the contents, appearance and presentation of any and all materials proposed to be used by Entity that use or incorporate the Name or Facility Logo, Sponsor Trademarks, or that make reference in any way to Sponsor and that depart in any material respect from the Style Guide. Entity therefore agrees that it will not produce, publish or in any manner use or distribute any such materials that have not approved in writing in advance by Sponsor.

b. Entity shall submit to Sponsor, at the address set forth in Section 19, for Sponsor’s examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Sponsor Trademarks, or that refer to Sponsor, together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Sponsor shall promptly examine and either approve or disapprove such submissions, and Sponsor shall promptly notify Entity in writing of its approval or disapproval. Sponsor shall not unreasonably disapprove any such submission and, if disapproved, Sponsor shall advise Entity of the specific reasons for disapproval in each case. Sponsor’s approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

18. Third Party Intellectual Property Rights.

a. Sponsor acknowledges and agrees that no rights have been granted to Sponsor to use the names, logos, copyrights, designs, trademarks, or other identifications (other than the Name or Facility Logo) used at the Facility by any third party that may be granted Subordinate Rights or that may schedule or conduct any event at the Facility (“Third Party Intellectual Property”). Sponsor shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval, license, waiver or release may be required to permit Sponsor to use such Third Party Intellectual Property.

b. Indemnification. Sponsor shall protect, indemnify, defend and save harmless Entity, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys’ fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by Sponsor in accordance with this Agreement, or alleging infringement by Sponsor of the Third Party Intellectual Property.

19. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by nationally recognized delivery service, personal delivery in writing or by certified mail, postage-prepaid, return receipt requested to the Party for which it is intended. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the Parties at the following address:



To Entity

Garrett Jones  
Director of Parks & Recreation  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

With a Copy to: Jonathan Moog, Riverfront Park Director

To Sponsor

With a Copy to:

20. Insurance. During the Term of this Agreement, Sponsor shall maintain in force at its own expense, the following insurance coverages:

- a. Workers Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- 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 of Spokane, its officers and employees are additional insureds, but only with respect to Sponsor's services to be provided under this Agreement;
- c. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this Agreement;

- d. 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.
- e. The insurance requirements outlined in this section shall be limited to the scope and entitlements of the provisions contained in this Agreement.

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

21. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates (and their respective agents, servants, employees, officers, directors and other officials) from any loss, liability, damage, cost or expense (including reasonable attorneys’ fees), arising out of any claim, suit, arbitration, governmental inquiry or other proceeding initiated by a third party against an indemnified party by reason of or relating to the indemnifying party’s use of the other party’s intellectual property other than as permitted hereunder or the negligence or willful misconduct of the indemnifying party or its Affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this Agreement.

22. Limitation of Liability. Other than as set forth in Sections 18(b), 21, and 38, under no circumstances shall Entity or Sponsor be liable to the other Party or any other Person for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

23. Reservation of Rights. All rights not herein specifically granted to Sponsor by Entity shall be and remain the property of Entity to be used in any manner as it may deem appropriate.

24. Representations and Warranties.

a. Representations and Warranties of Sponsor. Sponsor represents and warrants to Entity that: it is a corporation in good standing under the laws of the state of Washington and is duly authorized to transact business in the state of Washington; it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; all necessary corporate approvals for the execution, delivery, and performance by Sponsor of this Agreement have been obtained, and no consent or approval of any other Person is required for execution of and performance by Sponsor of this Agreement; this Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by Sponsor will not conflict with its articles of incorporation, by-laws or other charter and governing

documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Sponsor is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the Sponsor Trademarks and to grant to Entity the right and license to use the Sponsor Trademarks as contemplated by this Agreement; and there is no litigation pending or, to the Knowledge of Sponsor threatened against Sponsor which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligations hereunder.

b. Representations and Warranties of Entity. Entity represents and warrants to Sponsor that: it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement on behalf of Entity has been duly authorized; all necessary approvals for the execution, delivery, and performance by Entity of this Agreement have been obtained; this Agreement has been duly executed and delivered by Entity and constitutes a legal and binding obligation of Entity enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of Entity to authorize Entity to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; it owns sufficient right, title and interest in and to the Entity Trademarks and to grant to the Sponsor the right and license to use the Entity Trademarks as contemplated by this Agreement; and Entity is authorized to enter into this Agreement and to grant to Sponsor all of the rights, benefits, privileges and Entitlements contemplated to be granted to Sponsor hereunder.

## 25. Termination and Effect.

a. Default Event by Sponsor. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by the Sponsor (“Sponsor Default”):

- i. Failure to Make Payment. Sponsor fails to pay the Rights Fee, or any other amount required under this Agreement when due, if such failure continues for a period of ten (10) days after Entity gives Sponsor written notice of such failure;
- ii. Other Material Breach. Sponsor breaches any other material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Sponsor within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Sponsor fails to (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach;
- iii. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

- iv. Insolvency. an Insolvency Event occurs with respect to Sponsor;
- v. Wrongful Assignment. Sponsor's assignment of this Agreement in violation of Section 28;
- vi. Morals. Should a member of Sponsor's Chief Executive Team (President/CEO, CRO, COO, CFO, CIO, CRO/Chief Counsel) (i) commit an offense, or become involved in any business or industry, involving moral turpitude under any Laws; (ii) do or commit any act or thing, or become involved in any business or industry, that, in the reasonable and good faith opinion of the Entity, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, Entity or Facility); (iii) do, or refrain from doing anything that would prejudice or negatively affect the reputations of Entity or Entity's Facility; or (iv) become involved in any business or industry that prohibits Entity from having a sponsorship relationship under any applicable Laws.

b. Termination Rights and Remedies of Entity. In the event of a Sponsor Default, Entity shall have the right to exercise any one or more of the following remedies:

- i. immediately terminate this Agreement upon written notice to the Sponsor
- ii. to retain any and all amounts, including, but not limited to, the Rights Fee, that have already been paid as of the date of termination;
- iii. Because the nature of entering into and granting the rights and benefits under this Agreement involves a complex and time-consuming legal and corporate process and, in the event of a Sponsor Default resulting in the early termination of this Agreement, the Entity will incur considerable cost and expense in effectuating a change of the Name and Facility Logo and soliciting and entering into a subsequent naming rights agreement with a third party; Entity shall have the right to receive from Sponsor liquidated damages equal to the amount of the Rights Fee for the three (3) subsequent Contract Years. If less than three years remaining, then liquidated damages shall be equal to the remaining contract years following the date of termination; and
- iv. Remove and destroy all Signage or materials displaying or containing Sponsor Marks at the sole cost and expense of Sponsor, as set forth in Section 11(d).

c. Default Event by Entity. The occurrence of any one more of the following events or actions will constitute a default of this Agreement by Entity ("Entity Default"):

- i. Material Breach. Entity breaches any material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Entity within sixty (60) days following receipt

of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Entity fails to (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach.

- ii. Reverse-Morals Clause. The terms of the Morals Clause set forth in Section 25(a)(vi) of this Naming Rights Agreement also apply to Entity's Executive Leadership to include the Mayor, Chief of Staff, CFO and City Administrator.

d. Termination Rights and Remedies of Sponsor. In the event of an Entity Default, Sponsor shall have the right to exercise any one or more of the following remedies:

- i. Immediately terminate this Agreement upon written notice to the Entity;
- ii. To enforce any other rights provided for herein with respect to such Entity Default;
- iii. Seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Entity Default; and
- iv. Exercise any other right or remedy at law or inequity with respect to such Entity Default

e. Failure to Terminate. Failure to terminate this Agreement pursuant to this Section 25 shall not constitute a waiver of any remedies the non-Defaulting Party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise.

f. Announcement upon Termination. In the event of any termination of this Agreement, Entity shall have the right to announce in press releases and otherwise that this Agreement is terminated and the reasons for the termination subject to Sponsor's right to examine and to approve or disapprove in writing and in advance, which approval shall not be unreasonably withheld, delayed or conditioned.

26. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of such terms, covenants and conditions.

27. Rights after Expiration or Termination.

a. Upon the expiration or termination of this Agreement, unless stated otherwise in this Agreement, the rights and obligations of the Parties under this Agreement shall cease immediately, including but not limited to, all of the rights of Sponsor to the use of the Name, Entity Trademarks, and Facility Trademarks. Sponsor shall not thereafter make any use whatsoever of the Name, Facility Trademarks, or Entity Trademarks or make any other reference in advertising

to the Facility or Entity. Notwithstanding the foregoing, however, the Parties may continue to distribute any existing printed materials if such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term, however the materials shall not be distributed for longer than thirty (30) days after the expiration or termination of the Term.

b. For the avoidance of doubt, each Party shall retain all right, title, and interest in, and shall have the right to continued use after termination or expiration of this Agreement to, its respective Independent Marks, including, but not limited to, those that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo and Entity Trademark; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

## 28. Assignment.

a. This Agreement and all rights and Entitlements granted under this Agreement by Entity are personal to Sponsor and shall not be sold, assigned, sublicensed, pledged, encumbered or otherwise transferred (each, a “Transfer”), directly or indirectly, to any Person (including, without limitation, to any Affiliate of Sponsor) without the prior written consent of Entity. In the event Entity provides prior written consent of a Sponsor Transfer, then, as a condition of Transfer, the transferee shall assume in writing for the benefit of Entity all obligations in respect of the rights assigned or transferred to such acquirer or successor under this Agreement pursuant to an instrument reasonably satisfactory to Entity. Sponsor shall not Transfer this Agreement to an Affiliate of Sponsor, unless, in addition to Entity’s prior written consent, Sponsor shall remain responsible for all obligations of Sponsor under this Agreement, and such Transfer shall not relieve Sponsor of any of its obligations under this Agreement. Any attempted Transfer of this Agreement or any of the rights or Entitlements granted under this Agreement, or of a controlling interest in Sponsor, is in violation of this Section, shall be void, and shall entitle Entity to terminate this Agreement upon written notice of termination.

b. Entity shall have the right to Transfer this Agreement without the consent of Sponsor. In any such event, however, Entity shall provide Sponsor with written notice no later than thirty (30) days before any such Transfer.

c. Any change to the Name as the result of this Section, shall be governed by Sections 4 and 12.

29. Parties Bound and Benefited. This Agreement shall bind and benefit the Parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

30. Debarment and Suspension. Sponsor 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.

31. Force Majeure. If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, (a) war (including civil war or revolution), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, but not limited to, hurricane force winds, tornadoes, floods, earthquakes, tsunami, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) governmental restrictions; (h) pandemics, epidemics, public health crisis or emergency; (i) strike, lock-out, or labor dispute; (j) acts of God; or (k) other cause beyond the parties' reasonable control ("Force Majeure Event"), then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the Force Majeure Event delays, prevents, prohibits, or materially impairs such performance so long as such Party gives the other Party prompt written notice of the cause of the delay. In such event, the Parties will make reasonable efforts to determine sufficient "make good" rights which shall constitute a substitute for the obligations that the restricted Party was delayed, prevented, prohibited, or materially impaired from providing to the other Party as the result of a Force Majeure Event.

32. Significance of Headings. Section headings and numbering contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such Section headings had been omitted.

33. Contract Interpretation and Construction. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the provisions of this Agreement.

34. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between Entity or Sponsor. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement does not and will not be construed to entitle either Party or any of their respective employees to any benefit, privilege, or other amenities of employment by the other.

35. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in the state of Washington. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this

Agreement. Sponsor agrees not to challenge this Section, and not to attempt to remove any legal action outside of Washington for any reason.

36. Alternative Dispute Resolution. Any dispute or misunderstanding that may arise under this Agreement, concerning either Party's performance and/or compliance with the express and/or implied terms of this Agreement, shall first be through negotiations. If the Parties cannot 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 Entity to terminate the Agreement. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

37. Public Statements. Neither Entity nor Sponsor shall directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either Party related to performance under this Agreement. Each Party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Agreement and the contractual relationship of the Parties.

38. Confidentiality. Sponsor certifies and agrees that all information communicated to it by Entity and its agents, whether before or after the Effective Date, has been and will continue to be treated as confidential, has been and will continue to be used only for purposes of this Agreement, and has not been and will not be disclosed by Sponsor without the prior written consent of Entity, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the control of Sponsor.

39. Public Records. All Parties hereto acknowledge that Entity is a political entity in the State of Washington and as such is subject to RCW Chapter 42.56 (the Public Records Act) and other Laws related to the keeping and access to public records.

40. Subservience. Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all rights, benefits and any exclusivities) is subject in all respects to all applicable Laws, including, but not limited to, the Revised Code of Washington, the Spokane Municipal Code, and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to Sponsor herein.

41. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

42. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law: (a) the Parties shall substitute for the affected provision a legal, valid, and enforceable provision which approximates the intent and economic effect of the affected provision as nearly as possible; (b) such provision shall be fully severable;



(c) if the Parties cannot substitute a replacement provision as described in (a) above, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

43. Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. Additionally, this Agreement may not be amended, changed, or modified except by a writing signed by both Parties, or their respective successors or assigns.

44. Survival. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 11, 18, 21, 22, 23, 25, 26, 27, 28, 36, 37, 38, 39, and 42. In addition, any payment obligation of either Party that (a) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (b) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

45. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any Party until each of the Parties has executed and delivered its respective counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

*[Signatures Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and/or officials and agree to be bound by its terms.

**ENTITY**

**SPONSOR**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Attachments to this Agreement:

Exhibit A – Facility Map

Exhibit B – Entitlements

Exhibit C – Payment Chart

Exhibit D - Certificate of Debarment

**Exhibit A**

**Facility Map**



## **Exhibit B**

### **Entitlements**

#### **Category Exclusivity**

- Exclusivity at the Facility, subject to the terms of this Agreement, in the Exclusive Category, as defined in this Agreement.

#### **Facility Naming Rights**

- Exclusive name of the Facility, to be known as the “{Sponsor} Pavilion”

#### **Launch Campaign**

- Entity will organize a Facility naming rights public relations and marketing launch campaign.
  - Contents of marketing materials and events (including, for example, press releases, ribbon cutting events) to be mutually agreed upon by the Parties.
  - Sponsor representatives shall be included in all public-facing campaign pieces (including, for example, quotes in press releases and involvement in ribbon cutting).

#### **Signage**

- Facility Logo or Name on main Facility exterior identifying signage
- Facility Logo or Name on box office signage
- Facility Logo or Name on vertical stage scrim signage
- Name on Riverfront Park wayfinding signage
- Facility Logo or Name permanently displayed on outdoor digital marquee
- One (1) year-round promotional advertisement on wayfinding signage, with the contents and form of advertisement to be agreed upon by the Parties
- Sponsor logo and/or name on pavilion concrete wall graphic for two (2) months per Contract Year; graphic to have Washington Street visibility
- Sponsor logo and/or name and promotional advertisement on attraction digital boards, with the contents and form of the advertisement to be agreed upon by the Parties
- One (1) year-round promotional advertisement on the Riverfront Park entry kiosk, with the contents and form of the advertisement to be agreed upon by the Parties

#### **Social and Digital Assets**

- Sponsor inclusion on four (4) branded social media posts per Contract Year; the contents, form, and frequency of the social media posts to be agreed upon by the Parties
- Sponsor inclusion on Facility and Riverfront Park websites; Sponsor inclusion to be on landing pages and will include the use of featured images. Contents, form, and frequency of inclusion to be agreed upon by the Parties.
- One (1) promotional advertisement with a pass-through link on both the Facility and Riverfront Park websites, with the contents and form of the advertisement to be agreed upon by the Parties
- Facility Logo or Name on digital tickets, with the size and location of the Facility Logo to be agreed upon by the Parties

### **Optional On-Site Opportunities**

- Sponsor to receive a 10' x 10' promotional booth at the Facility at ten (10) agreed upon events per Contract Year, with Sponsor opportunity for on-site affinity card sign ups/promotions/etc. The location of the booth to be mutually agreed upon by the Parties. Specific events are subject to the approval of Entity.
- Sponsor shall have the right to install one (1) permanent ATM / ITM to be at the Facility year-round, with the location to be agreed upon by the Parties
- Parties to collaborate on ways to activate the brand partnership in the local marketplace

### **Tickets and Hospitality**

- Sponsor to receive eight (8) tickets to all shows that are a part of the Pavilion Summer Concert Series each Contract Year
- Sponsor to receive one (1) VIP/hospitality event at the Pavilion Summer Concert Series or other mutually agreed upon event per Contract Year.
  - Thirty (30) person maximum
  - Seven Hundred Fifty Dollar (\$750) food and beverage credit
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
- Sponsor to receive one hundred (100) complimentary attraction (e.g., Numerica Skate Ribbon, Sky Ride or Loeff Carousell) tickets per Contract Year.
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
  - Value of tickets may not be applied toward additional activations in lieu of receiving tickets.

### **Facility Use**

- Use of Facility up to one (1) time per Contract Year
  - Dates, times, and specific space shall be based on availability and mutually agreed upon by the Parties.
  - The rental fee shall be waived for the above uses, but Sponsor shall be responsible for all other costs, including, without limitation, staffing, tech, food, and beverage.
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.

### **Tailored Benefits**

- {Sponsor} card holders to receive discounted tickets to Entity-produced events (excluding concerts), with extent of discount to be agreed upon by the Parties.
- On-site affinity card promotion highlighting Spokane local heroes and schools, with form and contents of promotion to be agreed upon by the Parties. Promotion could be utilized through various Entitlements, such as, the Riverfront Park entry kiosk, Riverfront Park digital marquee, and wayfinding signage. Costs of marketing and promoting the promotion will be borne by Sponsor. For clarity these activities are included in the activities referenced in Section 8.a.

**Exhibit C**  
**Payment Chart**

<b>Contract Year</b>	<b>Rights Fee</b>
<b>Base Term</b>	
<b>Contract Year 1</b>	<b>\$230,000.00</b>
<b>Contract Year 2</b>	<b>\$236,900.00</b>
<b>Contract Year 3</b>	<b>\$244,007.00</b>
<b>Contract Year 4</b>	<b>\$251,327.21</b>
<b>Contract Year 5</b>	<b>\$258,867.03</b>
<b>Contract Year 6</b>	<b>\$266,633.04</b>
<b>Contract Year 7</b>	<b>\$274,632.03</b>
<b>Contract Year 8</b>	<b>\$282,870.99</b>
<b>Contract Year 9</b>	<b>\$291,357.12</b>
<b>Contract Year 10</b>	<b>\$300,097.83</b>
<b>Extended Term (If exercised)</b>	
<b>Contract Year 11</b>	<b>\$309,100.77</b>
<b>Contract Year 12</b>	<b>\$318,373.79</b>
<b>Contract Year 13</b>	<b>\$327,925.00</b>
<b>Contract Year 14</b>	<b>\$337,762.75</b>
<b>Contract Year 15</b>	<b>\$347,895.64</b>

**EXHIBIT D**

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

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

**From:** Jessica Deri [REDACTED]  
**Sent:** Thursday, March 6, 2025 6:46 PM  
**To:** Spokane Parks and Recreation  
**Subject:** Pavilion Naming Rights Opportunity - Vote Yes!

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane Parks Board,

As someone who grew up in Spokane and returned to raise my children, I deeply appreciate the significance of Riverfront Park. The Pavilion, Expo '74 legacy, ice skating, and amusement rides were an integral part of my childhood, and today, the park continues to be a cherished community space—now with a beautiful concert venue.

Maintaining and improving these spaces requires funding, and while taxpayers play a crucial role, they can only bear so much. In today's financial landscape, we must be strategic in securing resources. One such opportunity is naming rights—when done thoughtfully, this approach can bring in substantial funds while preserving the park's identity.

Of course, not all sponsorships would be a good fit; “Brought to you by oil and gas” wouldn't align with the park's values. However, the right partnership could provide an annual influx of \$230,000—money that could be used for improvements and maintenance without increasing taxes.

I encourage the board to consider this option as a sustainable way to support Riverfront Park's future. Thank you for your time and dedication to our community spaces.

Sincerely,

Jessica Deri  
[REDACTED]

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**From:** Abilynn Raetz [REDACTED]  
**Sent:** Tuesday, March 11, 2025 8:19 AM  
**To:** Spokane Parks and Recreation  
**Subject:** Public Comment: Don't sell the naming rights to an iconic spokane site

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hello members of the park board,

I hope this email finds you well and before the vote this week.

I am a member of the Spokane community and I think selling off naming rights to pieces of our skyline is wrong. It doesn't matter if the "title sponsor" keeps the name as is or changes it to something sloppy. I think it sets a precedent that is not easily walked back and could eventually harm our city. I encourage the park board to vote no to the selling of the naming rights to the Pavillion

Thank you for taking the time to listen,  
Abi

--

*A guest on traditional, unceded [Spokane Tribal Land](#).  
(this could be us)*