



Spokane Park Board Agenda

3:30 p.m. Thursday, July 9, 2026

In-person: Council Chambers, lower-level City Hall

Webex virtual meeting: Call in: 408-418-9388; Access code: **2481 237 6595**

Park Board Members:

Bob Anderson – President

Barb Richey – Vice President

Jason Conley – Acting Secretary

Greta Gilman

Sally Lodato

Gerry Sperling

Doug Kelley

Lindsey Shaw

Lee Williams

[Vacant]

[Vacant]

Paul Dillon – City Council Liaison

Agenda

1. ***Call to order / Roll call:*** Bob Anderson
2. ***Additions or deletions to the agenda***
3. ***Public comment***
4. ***Consent agenda:***
 - A. Administrative/committee-level items:
 - 1) [June 11, 2026, regular Park Board meeting minutes](#)
 - 2) [June 11, 2026, study session notes](#)
 - 3) [Claims – June 2026](#)

- 4) [Atlas Boiler & Equipment Co. Inc. / Witter Pool boiler replacement / \\$84.150.00 + sales tax](#) – Jennifer Papich

5. ***Special guests:***

A. None

6. ***Financial report and budget update:*** Rich Lentz

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

A. Special action items: None

B. Special discussion items:

- 1) Riverfront Park update – Jonathan Moog

8. ***Committee reports / Action items:***

Urban Forestry Tree Committee: June 30, 2026 – Lindsey Shaw

A. Action items: None

Land Committee: The July 1, 2026, meeting was canceled. – Greta Gilman

A. Action items: None

Recreation Committee: The July 1, 2026, meeting was canceled. – Sally Lodato

A. Action items: None

Riverfront Park Committee: July 6, 2026 – Gerry Sperling

A. Action items:

- 1) [Cherry Trees and Never Forget Garden Beautification Project](#) – Jonathan Moog

Golf Committee: July 7, 2026 – Barb Richey

A. Action items: None

Finance Committee: July 7, 2026 – Bob Anderson

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

Development & Volunteer Committee: July 8, 2026 – Lee Williams

A. Action items: None

9. ***Reports:***

A. President – Bob Anderson

B. Liaisons:

- 1) Conservation Futures – Doug Kelley
2) Parks Foundation – Lindsey Shaw
3) City Council – Paul Dillon

C. Director – Jason Conley

10. **Executive session:**

A. None

11. **Correspondence:**

A. None

12. **Adjournment**

13. **Meeting dates:**

A. Committee Meetings:

Urban Forestry Tree Committee: 4:15 p.m. August 4, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Land Committee: 3:30 p.m. August 5, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Recreation Committee: 2:15 p.m. August 5, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Riverfront Park Committee: 4:30 p.m. August 10, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Golf Committee: 8:00 a.m. August 11, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Finance Committee: 3:00 p.m. August 11, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. September 9, 2026, Finch Arboretum Woodland Center and virtually via Webex.

B. Park Board meeting: 3:30 p.m. August 13, 2026, 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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JUNE 2026 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JULY 9, 2026**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,409,513.23
MAINTENANCE & OPERATIONS	\$	667,477.75
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS		
PARK CUMULATIVE RESERVE FUND	\$	863,241.30

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	-
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GOLF:

SALARIES & WAGES	\$	233,193.69
MAINTENANCE & OPERATIONS	\$	747,300.88
CAPITAL OUTLAY	\$	2,372.54
DEBT SERVICE PAYMENTS		
TOTAL EXPENDITURES:	\$	<u>3,923,099.39</u>

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: July 7, 2026
Requester	Jennifer Papich			Phone number: ext 5420
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Maintain and Care	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Atlas Boiler & Equipment Co. Inc. / Witter Pool boiler replacement / \$84.150.00 + sales tax			
Begin/end dates	Begins: 07/09/2026	Ends: 10/09/2026	☐ 06/01/2525	
Background/history: The City of Spokane Parks and Recreation Department is seeking purchase of one new Lochnivar CPN 2071 Boiler, which includes removal and disposal of existing boiler, and installation of contractor-provided new boiler. This shall be for the #3 Witter Pool Boiler, located at 1300 E. Mission Ave, Spokane WA 99202. An equivalent boiler will not be accepted due to standardization of boilers currently employed. Work shall commence on or around July 10, 2026 to enable procurement of needed boiler. Contractor shall have onsite access beginning September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026. Vendor chosen through bid process IPWQ 6568-26. This will be purchased with levy dollars.				
Motion wording: Motion to approve Atlas Boiler & Equipment Co. Inc. / Witter Pool boiler replacement / \$84.150.00 + sales tax				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Atlas Boiler & Equipment Co, Inc. Name: Robert David Email address: rob@nbiatlasboiler.com Phone: 509-535-1300				
Distribution: Parks – Accounting Carl Strong Parks – Sarah Deatrich Rick Rinderle Requester: Jennifer Papich Grant Management Department/Name:				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: \$84.150.00 + sales tax Budget code: 1950-54800-94760-56401-48073				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☒ Quotes/solicitation (RFP, RFQ, RFB) ☒ Business license Expiration date: 5/31/27 ☒ Insurance Certificate				



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: BOILER PURCHASE, REMOVAL AND
INSTALL FOR #3 WITTER POOL**

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 **ATLAS BOILER & EQUIPMENT, CO.**, whose address is 3815 East Trent Avenue, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for the Boiler Purchase, Removal and Install for #3 Witter Pool Boiler; and

WHEREAS, the Contractor was selected through IPWQ 6568-26.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 10, 2026, and ends on October 9, 2026, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.

The Contractor can initiate purchase of the boiler and associated parts on the beginning date, above. Contractor will have onsite access on September 12, 2026, with all requirements to be completed by October 9, 2026 The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in Contractor's Response to IPWQ 6568-26, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY-FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$84,150.00)**, plus sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

5. TAXES, FEES AND LICENSES.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages

under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

13. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, 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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14.SUBCONTRACTOR RESPONSIBILITY.

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

15.INDEPENDENT CONTRACTOR.

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

16.ASSIGNMENT AND SUBCONTRACTING.

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

17.TERMINATION.

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

18. STANDARD OF PERFORMANCE.

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

19. ANTI KICK-BACK.

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

20. CONSTRUUAL.

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

21. DEBARMENT AND SUSPENSION.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action

for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

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

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

ATLAS BOILER & EQUIPMENT, CO.

**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:

Payment / Performance Bond

Exhibit A – Debarment Certification

Exhibit B - Contractor's Proposal dated March 9, 2026

26-094

PAYMENT / PERFORMANCE BOND

We, **ATLAS BOILER & EQUIPMENT, CO.**, as principal, and _____ as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY-FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$84,150.00)**, plus sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Boiler Purchase, Removal and Install for #3 Witter Pool Boiler; and. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

ATLAS BOILER & EQUIPMENT, CO.,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

termination of the contract.

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

EXHIBIT B

Spokane Park Board

Briefing Paper



Committee	Riverfront Park			Committee meeting date: July 6, 2026
Requester	Jonathan Moog			Phone number: (509) 625-6243
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☒ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier	
Item title: (Use exact language noted on the agenda)	Cherry Trees and Never Forget Garden Beautification Project			
Begin/end dates	Begins: 07/09/2026	Ends:	☒ 06/01/2525	
Background/history: Riverfront Park planned to renovate and irrigate a former garden and lawn on top of the Washington St Couplet. Daughters of the American Revolution (DAR) contracted Riverfront with an idea to celebrate America's 250th anniversary. Together both parties are proposing the concept of planting 25 cherry trees and a never forget garden on the at the Washington Street couplet adjacent to the Vietnam Memorial and also at the Red Wagon Meadow. Trees are provided for by the US Dept of Agriculture grant and planted with support of Urban Forestry and volunteers. Other plantings and materials will be provided by DAR and Spokane Parks Foundation. Project coordination and irrigation installation would be provided by Riverfront Park. Contracted services are not required for this project and project cost to the City are expect to be staff labor cost. Parks seeks approval to continue exploring and implementing this partnership garden to be completed by September 23.				
Motion wording: Approve the Cherry Tree and Never Forget Garden Beautification Project				
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name: _____				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: none Budget code: _____				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: _____ Business license expiration date: _____ ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

NEVER FORGET GARDEN: CONCEPT DESIGN

CONNECT IRRIGATION FROM EXISTING ZONE ABOVE CLOCK TOWER

‘NEVER FORGET GARDEN AREA’
PLANTING BASED ON EXISTING BLUE OATS GRASS, SEDUM, OREGON GRAPE AND RUSSIAN SARE\G. ALSO TO INCLUDE ‘NEVER FORGET’ ROSES.

BUILD UP BED TO COVER EXISTING CONCRETE FOOTINGS OR SURROUND WITH BASALT BLOCKS AND USE RAISED PLANTERS AND BASE FOR MEMORIAL PLAQUE.

GRAVEL OR WOOD CHIP PATH INTO MEMORIAL AREA.

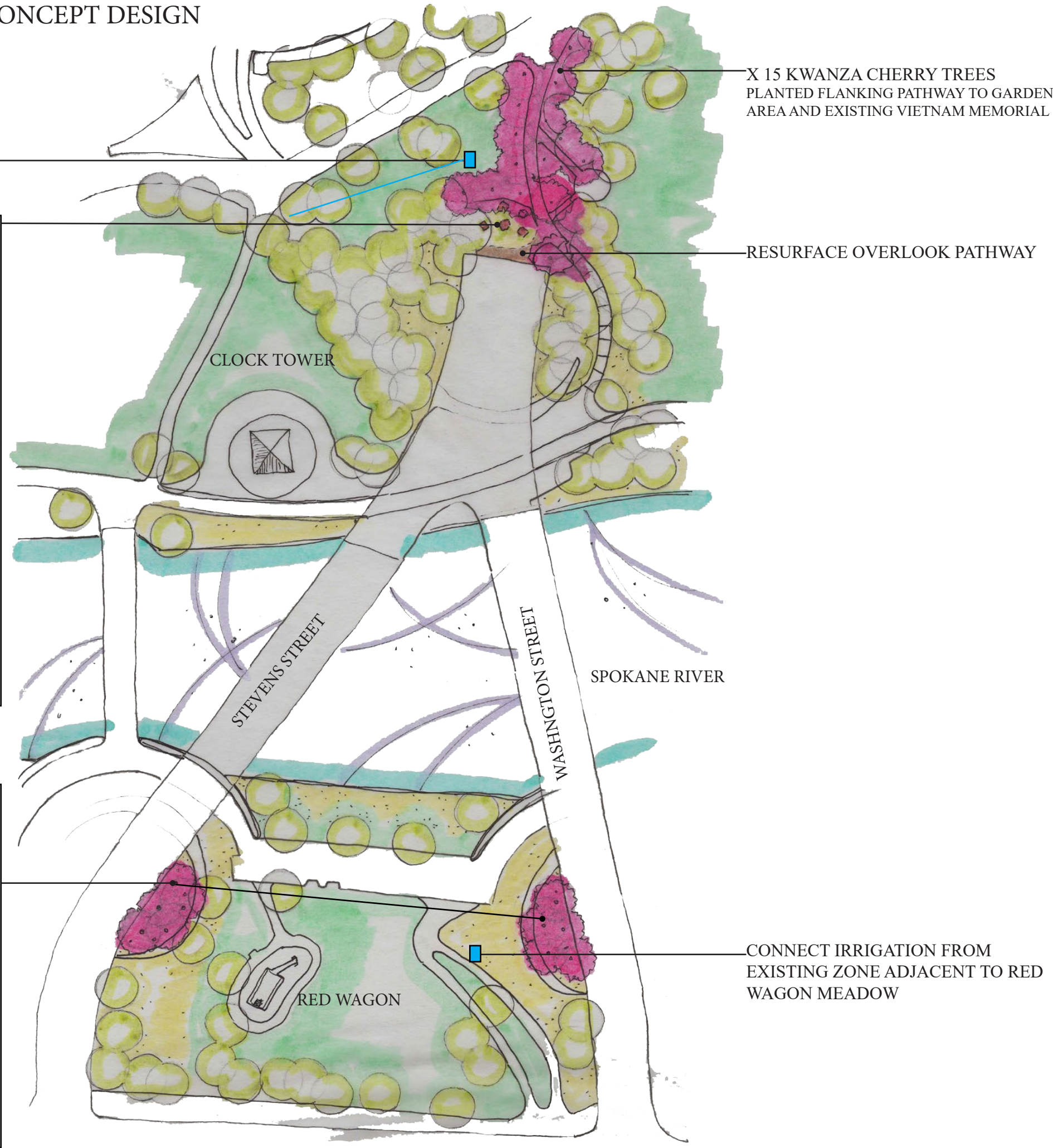
INDICATIVE PLANTS LIST:
BLUE OATES GRASS
SEDUM SPP.
OREGON GRAPE
RUSSIAN SAGE
PENSTEMON
‘NEVER FORGET’ ROSE

X 5 KWANZAN CHERRY TREES
PLANTED IN STREET-PLANTERS NEXT TO STEVENS STREET AND WASHINGTON STREET ON EITHER SIDE OF THE RED WAGON MEADOW. CONNECT IRRIGATION FROM EXISTING ZONES WITHIN RED WAGON MEADOW

GROUND COVER OF LOW MAINTENANCE GRASSES AND WILDFLOWERS.

RETAIN EXISTING LILAC BUSHES WHERE POSSIBLE

INDICATIVE PLANT LIST:
BLUE GRAMA GRASS
FESCUE GRASS
LUPINE
YARROW
BLANKET FLOWER
BLUE CAMAS



NEVER FORGET GARDEN: CONCEPT DESIGN

NEVER FORGET GARDEN AREA

PLANTING AND STONE WORK PLACED IN A NATURAL AND CONTEMPLATIVE ARRANGEMENT TO CREATE FLOW INTO GARDEN USING A MIX OF NATIVE AND ORNAMENTAL PLANTS.

PLANT LIST

GROUND COVERS

BLUE OATS GRASS
SEDUM SPP.
SNOW BUCKWHEAT
KINNICKINNICK
PENSTEMON

SHRUBS

'NEVER FORGET' ROSE
OREGON GRAPE
OCEAN SPRAY

NEVER FORGET MONUMENT PLAQUE

USE EXISTING CONCRETE FOOTING FOR BASE OF MONUMENT PLAQUES. BUILD UP PLANTER BED USING BASALT COLUMNS AROUND FOOTING TO PROVIDE SPACE FOR 'NEVER FORGET' ROSES AND OTHER PLANTINGS.

GRAVEL OR WOOD CHIP PATHWAY THROUGH GARDEN, SURROUNDING MONUMENT AND LEADING TO WASHINGTON COUPLET.

