



Spokane Park Board Land Committee
3:30 p.m. Wed., Mar. 01, 2023

In-person: Sister City conference room
1st floor lobby, City Hall, 808 W. Spokane Falls Blvd.
Spokane, WA 99201

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2485 253 0643
Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman
Sally Lodato – Acting Chair
Hannah Kitz
Kevin Brownlee

The Land Committee meeting will be held in-person in the Sister City conference room, 1st floor lobby, City Hall, 808 W. Spokane Falls Blvd. and virtually via WebEx at 3:30 p.m. Wednesday, Mar. 01, 2023. Committee members, staff, presenters and the public still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2485 253 0643**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. Mar. 01 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Sally Lodato

Public comment – Sally Lodato

Action Items:

1. [Park parcels 25133.2012 & 35133.2103 access & utility easement agreement / Peaceful Valley \(\\$16,687.00 revenue\)](#) – Nick Hamad
2. [Spilker Contracting/Liberty Park Playground & Restroom Renovation Project \(\\$450,500.12, tax inclusive\)](#)– Berry Ellison
3. [2M company & Horizon / Liberty Park irrigation materials / Liberty Park \(\\$59,157.24+tax\)](#) – Nick Hamad

Discussion items:

1. Project Outreach update – Avista Metro-to-Sunset transmission rebuild project – Melanie Rose / Garrett Jones
2. [Memory Garden pilot project](#) – Bob Scarfo & Debby Dodson

Standing Report Items:

Adjournment

Agenda 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. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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.

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	March 1, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Park parcels 25133.2103 & 25133.2012 access & utility easement agreement / Peaceful Valley		
Begin/end dates	Begins: 03/09/2023	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>Park staff has received a request from a private property owner / builder for underground utility easements & public access easement across public park property. The property owner desires to develop several private properties for residential units and is in need of both utility and access easement across park property. The private property owner has requested permission for both easements. The access easement is proposed at a cost consistent with other recent city access easements. The utility easement is proposed at a cost consistent with other recent park underground utility easements.</p> <p>This agreement incorporates revisions requested by the Land Committee during the December 2022 land committee meeting. The easement area has been reduced and the access easement is being charged.</p>			
Motion wording:			
Motion to adopt access Access & Utility Easement Agreement across park parcels with owners of adjacent private lands (\$16,687.00 revenue)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name: Richard Palmer		Email address: palmerenterprises@mac.com	Phone: 509.481.3074
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
\$16,687.00		1950	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input 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 type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

City of Spokane
Parks & Recreation Division
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6200

ACCESS AND UTILITY EASEMENT

This Access and Utility Easement (“Easement”) is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington (“City” or “Grantor”), and PALMER ENTERPRISES LLC, a Washington limited liability company; and Kirstin Hollingbery and Eric Sime, a married couple; and John Praxel, dealing in his sole and separate property (collectively the “Grantees”), hereinafter jointly referred to as “Parties”.

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Numbers 25133.2012 & 25133.2103 which is more fully described in Exhibit “A” attached hereto (“Park Property”); and having an abbreviated legal description as follows:

BENNETTS ADD L39TO45 & 51TO53 EXC STREET; TOGETHER WITH PTN OF VAC WEST AVE,
PER CITY ORD C36093

WHEREAS, Grantees own certain real property known as Spokane County Parcel Numbers 25133.2013, 25133.2014, 25133.2015, 25133.2016, 25133.2020 & 25242.1101, which is more fully described on Exhibit “B” attached hereto (“Benefitted Property”); and

WHEREAS, Grantees have requested an easement for purposes of vehicular ingress and egress, and landscaping over a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”); and

WHEREAS, Grantees have requested an easement to facilitate the installation, operation, maintenance, repair, and replacement of private underground utilities, including residential water and sewer services, for up to 4 single family residential dwelling units over a portion of the Park Property as described in Exhibit “C” attached hereto (“Utility Easement”); and

NOW, THEREFORE, in consideration of Twenty-four Thousand, Two Hundred and Ten Dollars (\$16,687.00), the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantees agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantees a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing vehicular access ingress, egress and landscaping (the "Access Easement"), and over, under, through and across those portions of the Park Property described in Exhibit "D" for purposes of installing, operating, maintaining, repairing, removing, and/or replacing underground private utilities for residential water and sewer services (the "Utility Easement"), and for no other purposes. Collectively, the Access Easement and Utility Easement may be referred to hereinafter as the "Easements".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantees, at all times, to enter the Access Easement for the purpose of installing, maintaining, repairing, removing, and/or replacing a private drive to facilitate vehicular access to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

B. **Utility Easement.** The Utility Easement is granted for the purpose of allowing Grantees, at all times, to enter the Utility Easement for the purpose of installing, maintaining, operating, maintaining, repairing, removing and/or replacing underground private utilities to serve residences constructed on the Benefitted Property, all at no cost whatsoever to Grantor.

C. **Director Permission Required.** Grantees shall not install or replace any such improvements in the Easements until plans for the same have been reviewed and approved in writing by the Director of Parks and Recreation. Except as expressly provided herein, Grantees shall not use the Easements for any other purpose(s) without the express written permission of the Director of Parks and Recreation.

3. **Non-Exclusive.** The Easements granted herein shall be non-exclusive.

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easements. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and

appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easements, Grantees shall restore Park Property and Grantor's surrounding property to the condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement areas.

C. Prior to the commencement of construction or maintenance activities within the Easements, Grantees shall provide a minimum 14-day notice to Grantor of planned work. Grantees shall call 509.625.6200 and request to be directed to appropriate City staff for coordination of construction or maintenance activity.

D. Grantees shall construct and maintain all improvements within the Easements to the standards required by all authorities having jurisdiction. Access Improvements shall include the paved drive surfacing, the paving base material, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

E. Grantees are responsible for obtaining all required approvals and permits for any activity Grantees undertake within the Easements.

F. Neither Grantees, nor their successors or assigns shall be permitted to erect or place any gates, fencing, access controls, accessory structures, building encroachments, or other improvement(s) within the Easements or on Park Property which may limit public access to the Park Property or reduce the area of Park Property available to the public.

5. Successors. The agreements contained herein and the rights granted hereby shall run with the title to the easement areas and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

6. Miscellaneous Provisions.

A. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easements.

B. Each individual executing these easements on behalf of Grantees represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of Grantees in accordance with a duly adopted resolution of Grantees' board of directors or in accordance with Grantees' bylaws (if applicable), and that this Easement is binding upon Grantees and its successor's and assigns, in accordance with its terms.

C. The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall purchase and install on Park Property a minimum of 1 new tree for each tree removed to construct improvements. Replacement tree type and size shall be selected mutually between Grantees and City Urban Forestry staff.

7. Indemnification. Grantees shall defend, indemnify, hold and save the Grantor harmless from any activity, work or thing done, permitted or suffered by Grantees in or about the Access Easement or Utility Easement, except to the extent such claim resulted from the act or omission of Grantor in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Grantees, its agents or contractors.

8. Insurance. At all times during the term of this Easement, Grantees shall maintain in force at its own expense, 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 lease. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Lessee's occupancy of the premises under this lease; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Lessee or its insurer(s) to the City.

As evidence of the insurance coverages required by this Easement, the Grantees shall furnish acceptable insurance certificates to the City at the time the Grantees returns the signed Easement. The certificate shall specify all of the parties who are additional insured, will include applicable policy endorsements, will include the 30 day cancellation clause, and will include the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Grantees shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

/

/

/

Dated this _____ day of _____, 2022.

GRANTEES

Palmer Enterprises, LLC

By: _____
Its: _____

Eric Sime

Kirstin Hollingbery

John Praxel

CITY OF SPOKANE

By _____
Park Board President

By _____
Parks Director

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.

County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument, (Print name)

on oath state that (she/he/they) is/are authorized to execute the instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the _____, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

NOTARY SEAL

Notary Public in and for the State of
Washington, residing at Spokane.

Appointment expires: _____

Exhibit A

Legal Description and Depiction of City Property

A portion of the Southwest Quarter of Section 13, Township 25 North, Range 42, E.W.M. in Spokane County, Washington described in as follows:

Lots 38, 46, 47, 48, 49 50, and 72 of Block 4; Lots 22, 23, 24, 25, 26 & 27 of Block 5, Bennett's Addition to Spokane Falls (now City of Spokane) except that part thereof dedicated to the public for street purposes; together with a portion of the adjacent vacated Linton Avenue and vacated West Avenue as per City Ordinance C36093.

Exhibit B

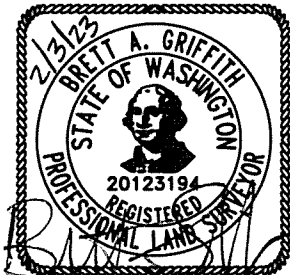
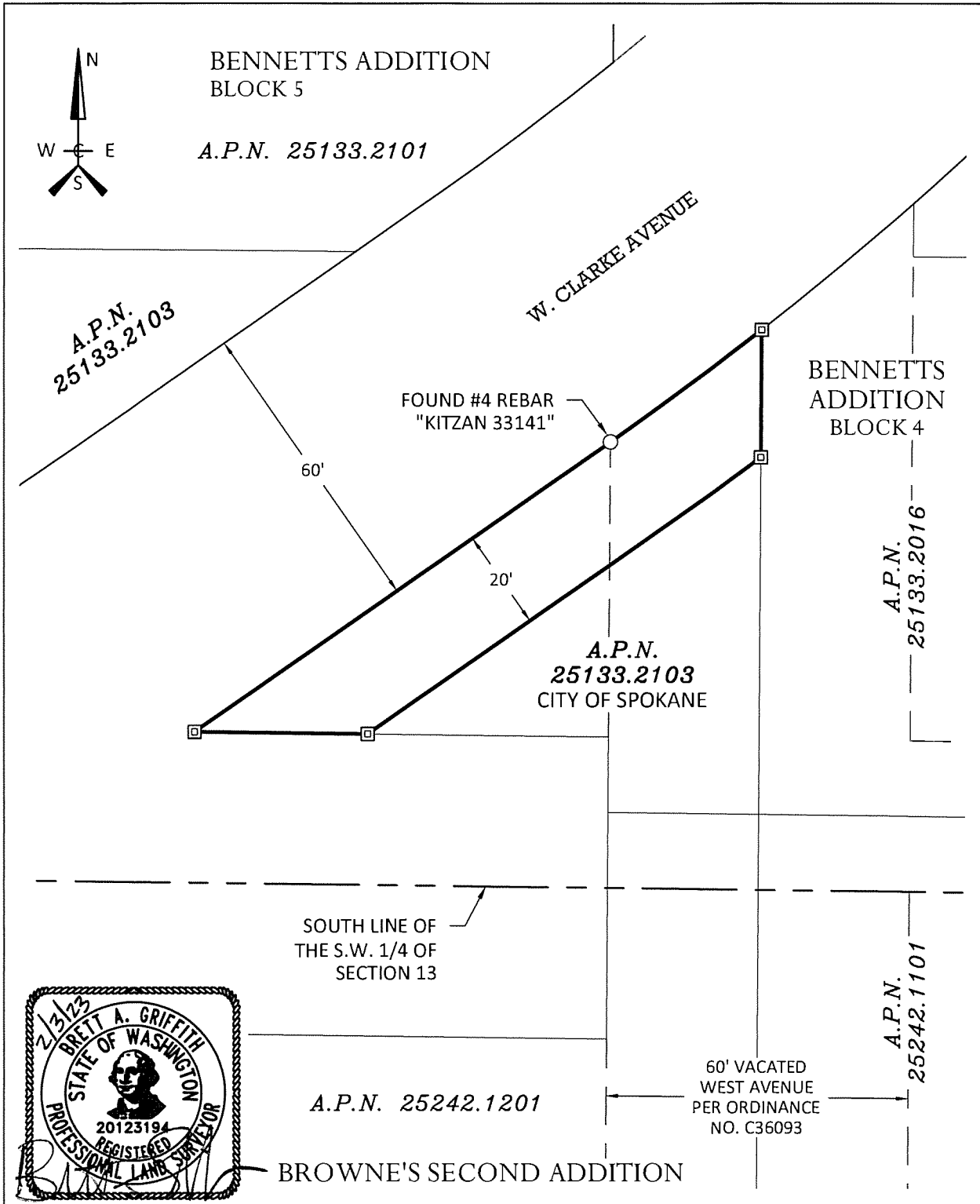
Legal Description and Depiction of Grantees's Property

A portion of the Southwest Quarter of Section 13, Township 25 North, Range 42, E.W.M. in Spokane County, Washington described in as follows:

Lots 39, 40, 41, 42, 43, 44, 45, 51, 52 & 53 of Block 4, Bennett's Addition to Spokane Falls (now City of Spokane); together with a portion of the adjacent vacated Linton Avenue and vacated West Avenue as per City Ordinance C36093.

Exhibit C

Legal Description and Depiction of Access Easement

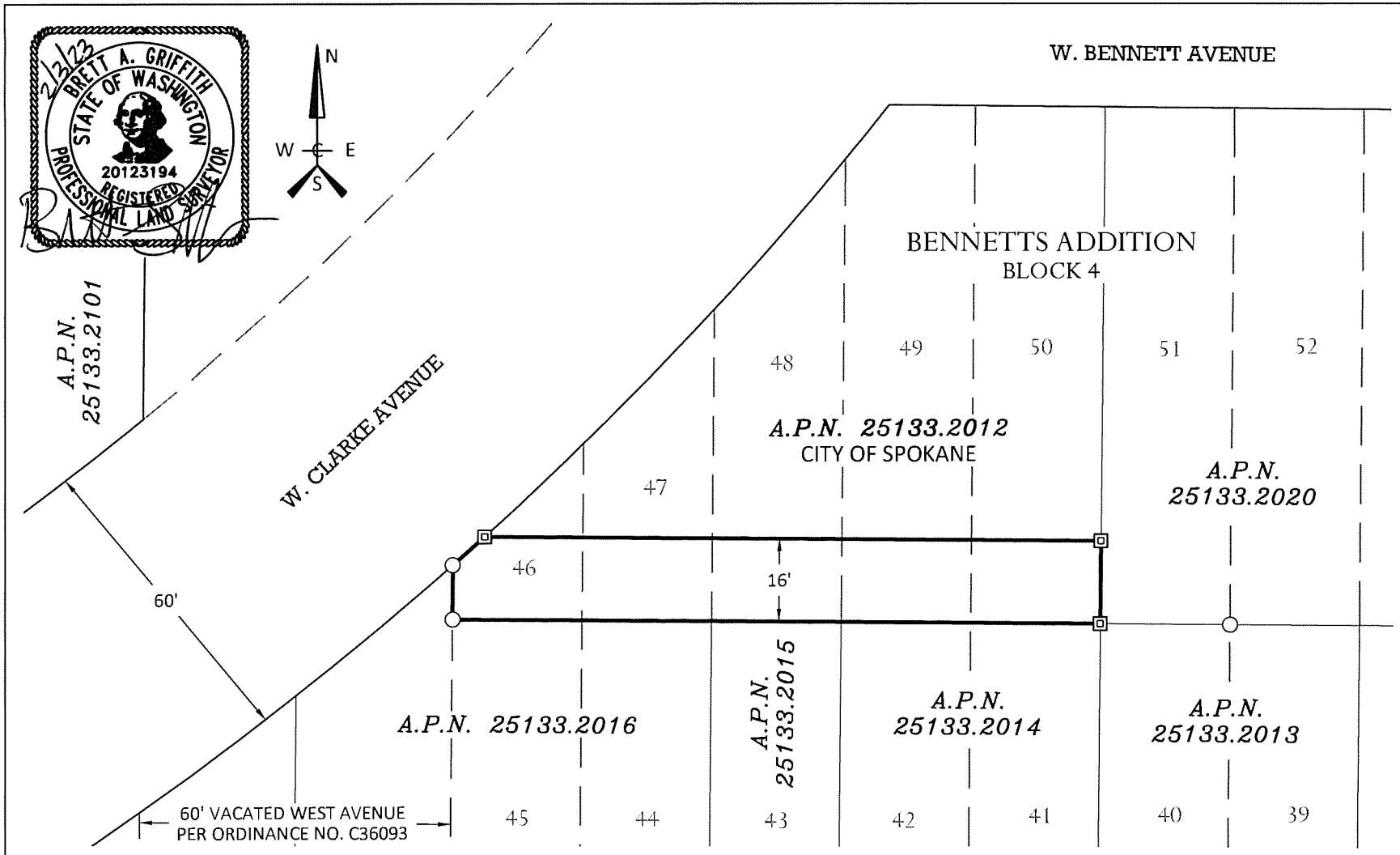


PROJECT NO.: 20-2702
 DATE: 02/03/23
 DRAFTED BY: BAG
 REVIEWED BY: HAB
 SCALE: 1"=30'
 T. 25 N. - R. 42 E. - S. 13 & 24

- FOUND MONUMENT AS NOTED
- CALCULATED POSITION

EXHIBIT 'B'
 ACCESS EASEMENT
 CITY OF SPOKANE,
 SPOKANE COUNTY, WA

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227



PROJECT NO.: 20-2702
 DATE: 02/03/23
 DRAFTED BY: BAG
 REVIEWED BY: HAB
 SCALE: 1"=30'
 T. 25 N. - R. 42 E. - S. 13 & 24

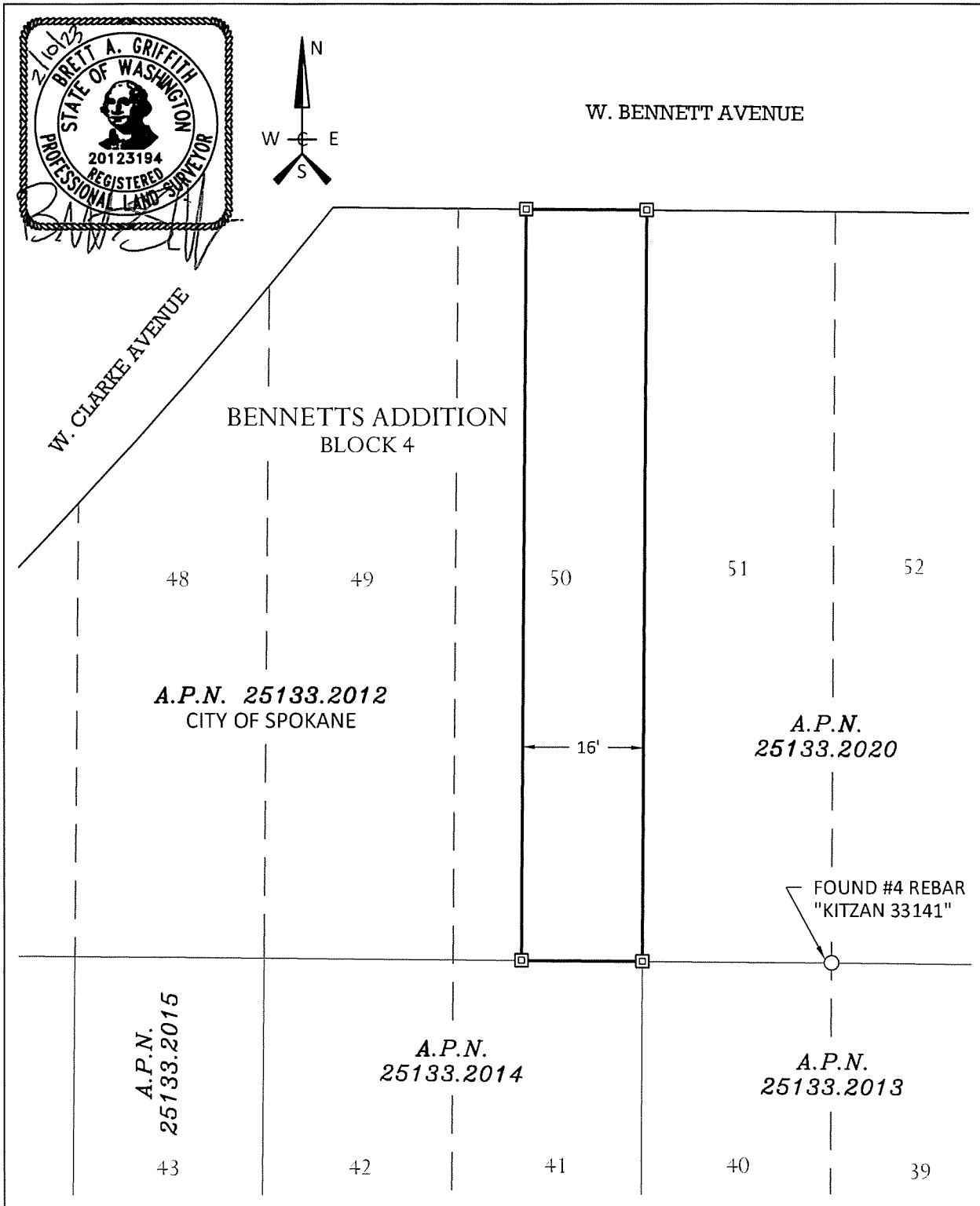
○ FOUND
 #4 REBAR
 "KITZAN 33141"
 □ CALCULATED
 POSITION

EXHIBIT 'B'
ACCESS EASEMENT
 CITY OF SPOKANE, SPOKANE COUNTY, WA

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

Exhibit D

Legal Description and Depiction of Utility Easement



PROJECT NO.: 20-2702
 DATE: 02/10/23
 DRAFTED BY: BAG
 REVIEWED BY: HAB
 SCALE: 1"=20'
 T. 25 N. - R. 42 E. - S. 13 & 24

- FOUND MONUMENT AS NOTED
- CALCULATED POSITION

EXHIBIT 'B'
 UTILITY
 EASEMENT
 CITY OF SPOKANE,
 SPOKANE COUNTY, WA

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	March 1, 2023		
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	PW ITB No:5829-23		
Item title: (Use exact language noted on the agenda)	Spilker Contracting/Liberty Park Playground & Restroom Renovation Project (\$450,500.12, tax inclusive)		
Begin/end dates	Begins: 03/09/2023	Ends: 06/30/2024	<input type="checkbox"/> Open ended
Background/history:			
<p>Liberty Park is a community park with numerous amenities including aquatic center, sports field, sports courts, parking, picnic areas & shelter, restroom building, public art, and a new library. The existing playground is undersized for a community park and has depreciated beyond repair. The restroom is in satisfactory condition however it does not meet current ADA guidelines. Parks dept retained Michael Terrell Landscape Architects to prepare drawings and specifications to renovate the playground and restroom. The design effort resulted in a plan that meets the needs & desires of the surrounding community.</p> <p>The project was solicited for bid on Feb 1st and bids were received on Feb 27th. After careful review of the bids received, the Parks dept recommends awarding the base bid and alternates #1 & 3 to Spilker Contracting.</p> <p>Contract Breakdown (all figures include tax): \$254,570.56 Base Bid "Site Improvements" \$121,475.00 Alternate 1 "Restroom Renovation" \$33,500.00 Alternate 3 "Dumpster Enclosure" \$409,545.56 Bid Amount \$40,954.56 Administrative Reserve (for adds/changes to scope and unforeseen conditions by Park Staff as needed) \$450,500.12 Total Contract Value</p>			
Motion wording:			
Move to approve Spilker Contracting for construction of Liberty Park Playground and Restroom Renovation Project in the amount of \$409,545.56 plus Administrative Reserve of \$40,954.56 for a Total Contract Value of \$450,500.12 (tax inclusive).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spilker Contracting			
Name: Jon Spilker		Email address: jon@spilkercontracting.com	Phone: 509 638-9351
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		mterrell@mt-la.com	
Requester: Berry Ellison		sheathman@mt-la.com	
Grant Management Department/Name:		chrisb@nwplayground.com	
		avorderbrueggen@spokanecity.org	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$450,500.12 (plus tax)		ARPA Funds	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input 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: 604-501-999 Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Bid Response Summary

Bid Number PW ITB 5829-23
Bid Title Liberty Park Playground and Restroom Renovation
Due Date Monday, February 27, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Spilker Contracting
Submitted By jon@spilkercontracting.com jon@spilkercontracting.com - Monday, February 27, 2023 12:47:50 PM [(UTC-08:00) Pacific Time (US & Canada)]
jon@spilkercontracting.com

Comments

Question Responses

Group	Reference Number	Question	Response
Technical Group			

Buy American - This provision applies to projects funded by the American Rescue Plan Act. The contractor acknowledges to and for the benefit of the project owner, Washington State, and the Federal Government of the United States that she or he understands that the State and Local Fiscal Recovery Fund of the American Rescue Plan Act is paying for the goods and services under this agreement. ARPA contains provisions, commonly known as "Buy American," that requires all iron and steel products used in the project be produced in the United States (American Iron and Steel Requirements). The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials." The contractor hereby represents and warrants to and for the benefit of the project owner and the state that: a) The contractor has reviewed and understands the American Iron and Steel Requirements, b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the project owner or the state. Notwithstanding any other provisions of this agreement, any failure to comply with this paragraph by the contractor shall permit the project owner, state, or federal government to recover as damages against the contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the project owner or state resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the state or any damages owed to the state by the project owner). While the contractor has no direct contractual obligation with the federal government, as a lender to the project owner for the funding of its project, the project owner and the contractor agree that the federal government is a third-party beneficiary and neither this paragraph nor any other provision of the agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the federal government.

a.

I acknowledge and I agree

b.

How many Addenda do you acknowledge receipt of?

4

#1

Please complete and upload Bid Proposal Pages 9-12 of the Liberty Park Playground and Restroom Renovation Document in the Documents tab. Only one document can be uploaded so save all pages as one document prior to uploading.

Spilker. Bid proposal form.pdf

#2

Please complete and upload Subcontractor List - Page 13 of the Liberty Park Playground and Restroom Renovation Document in Documents tab .

Spilker. Subcontractors.pdf

#3

Please complete and upload the Certifications, Assurances and Beneficial Interest Disclosure Form 1 - Page 14 of the Liberty Park Playground and Restroom Renovation Project Document

Spilker. Disclosure form.pdf

#4	Please complete and upload Minority and Women's Business Enterprise Utilization form - Page 16 of the Liberty Park Playground and Restroom Renovation Document in the Documents tab.	Spilker. MBE.pdf
#5	Please complete and upload Bid Bond - Page 17 of Liberty Park Playground and Restroom Renovation Document in Documents Tab	Spilker. Bid Bond.pdf
#6	Print, Sign and Upload the Attachment A - ARP-CSLFRF CFDA 21.027 Funding Document located in the Documents Tab	Spilker. ARP Funding document.pdf
#7	Print, Sign and Upload the ARPA Debarment Certification Document located in the Documents Tab	Spilker. ARPA Debarment.pdf
#8	Acknowledge that you have read and understand the following Liquidated Damages Paragraph on Page 10 of the Liberty Park Playground and Restroom Renovation Project Document: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250) per working day until the work is satisfactorily completed.	Yes
#9	Acknowledge that you have read and understand the following Contract Completion Time Paragraph on page 9 of the Liberty Park Playground and Restroom Renovation Project Document. The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by September 5, 2023	Yes
#10	Provide Company Name, Address, Telephone Number as well as name and e-mail address of person submitting this response.	Spilker Contracting 9902 E. Peone Landing Lane Mead, WA 99021 509-638-9351 jon@spilkercontracting.com
#11	Upload any additional documentation you feel necessary. If you have more than one document make sure to save all documents as one .pdf document before uploading.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Pricing Group								
	#1	BASE BID	Base	ea	1.00	\$233,551.00	\$233,551.00	
	#2	Sales Tax - 9%	Base	ea	1.00	\$21,019.56	\$21,019.56	
	Bid Alternate #1	Restroom Renovation (Include 9% sales tax)	Option	ea	1.00	\$121,475.00		
	Bid Alternate #2	Electric Renovations, Dist & Trans. (Include 9% Sales Tax)	Option	ea	1.00	\$66,479.00		

	Bid Alternate #3	Dumpster Enclosure (Include 9% sales tax)	Option ea	1.00	\$33,500.00
Total Base Bid	\$254,570.56				

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

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

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

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

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

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

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

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

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

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

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

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

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

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

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

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

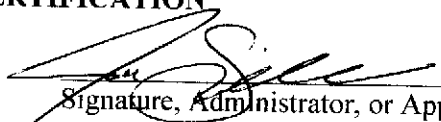
Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

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

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

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

CERTIFICATION



Signature, Administrator, or Applicant Agency

2/27/23

Date

Jon Spilker OWNER

print name and title

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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

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

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

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

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

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

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

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

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

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes If yes, answer question 2 below.

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

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

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

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

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

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

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

By: JON SPILKER 

Title: OWNER

Date: 2/27/23

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Spilker Contracting LLC
9902 E Peone Landing Ln
Mead, WA 99021

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF SPOKANE- PURCHASING
915 N NELSON ST
SPOKANE, WA 99202

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of bid

PROJECT (Name, location or address, and Project number, if any):

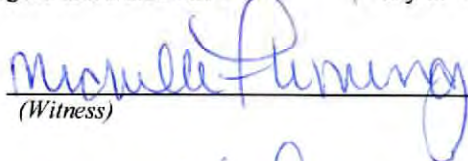
LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION PROJECT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27 day of February, 2023


(Witness)

Spilker Contracting LLC

(Principal)

(Title)



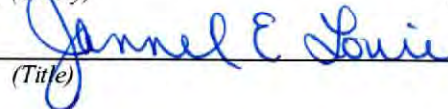

(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Title)



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Patti Sander, Nick Gilliland, Jason W Reser, Jannel Louie, Isabella Mattson, Edgar Uribe-Swift, Dan C Wareham,

of Spokane Valley, WA

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



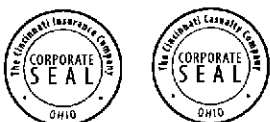
Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this _____ day of _____



Ed H

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

BID PROPOSAL

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

PROJECT: PW ITB #5829-23 LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION PROJECT

BIDDER'S DECLARATION.

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

BID OFFER.

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

BASE BID (no tax):	\$ 233,551 ⁰⁰
BASE BID SALES TAX (9.0%)	\$ 21,019 ⁵⁰
TOTAL BASE BID:	\$ 254,570⁵⁰
BID ALT #1 – RESTROOM RENOVATION: (Include 9.0% sales tax):	\$ 121,475 ⁰⁰
BID ALT #2 – ELEC RENOVATIONS, DIST, & TRANS: (Include 9.0% sales tax):	\$ 66,479 ⁰⁰
BID ALT #3 – DUMPSTER ENCLOSURE: (Include 9.0% sales tax):	\$ 33,500 ⁰⁰

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1, 2, 3, 4 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by September 5, 2023

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. SPILKCL 80803
(must be in effect at time of bid submittal)

U.B.I. Number 604-501-999

U.E.I. Number (get from Sam.gov - (used to be DUNS #) RCE-59847

Washington Employment Security Department Number 000-519792-00-0

Washington Excise Tax Registration Number 85-2602535

City of Spokane Business License Number CITY ENDORSEMENT BY DOR
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.


NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

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

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

Name of Bidder: SPILKER CONTRACTING


Signature of Bidder's Authorized Representative

OWNER
Title

9902 E. PEONE LANDING LANE
Address

MEAD, WA 99021

509-638-9351
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 02/27/23
date

(Seal Or Stamp)



[Handwritten Signature]
Signature of Notary Public

My appointment expires 10/29/2025

IF PARTNERSHIP

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

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

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

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM 1.

1. The following certifications and assurances are given as a required element of the submission with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of this Invitation to Bid are conditions precedent to the award or continuation of the related Agreement(s) and that:
2. In preparing this response, no assistance has been rendered by any current or former employee of the Agency whose duties relate, or did relate, to this bid, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are to be listed and described in full detail (which is to include the name of the person, organization and relationship and interest) on a separate page and attached to this document; and
3. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, 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 submittal; and
4. In submitting this bid, we have read and understand the bid documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein and that no allowance will be sought after bids are received for oversight, omission, error, or by our mistake; and
5. In submitting the bid to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension." Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.
6. As of July 1, 2019, we 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: Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or Be certified exempt by the Department of Labor and Industries by having completed three (3) or more public work projects and have had a valid business license in Washington for three (3) or more years.

SIGNATURE: _____

PRINTED NAME & TITLE: _____

JON SPILKER

DATE: 2/27/23

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF
WA. STATE CERTIFICATION NO.	SUBCONTRACTS / SUPPLIES

NONE

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____

*Designate MBE or WBE

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

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

SUBCONTRACTOR LIST

PROJECT NAME: LIBERTY PARK PLAYGROUND & RESTROOM RENOVATION PROJECT

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 JETT CONCRETE

TYPE OF WORK/BID ITEM ALL CONCRETE

AMOUNT \$ 30,000

CONTRACTOR'S REGISTRATION NO. JETTCC1785KJ

CONTRACTOR/SUPPLIER POWER CITY ELECTRIC

TYPE OF WORK/BID ITEM ELECTRICAL

AMOUNT \$ 100,000

CONTRACTOR'S REGISTRATION NO. POWERCE994BA

CONTRACTOR/SUPPLIER ASCENT MECHANICAL

TYPE OF WORK/BID ITEM PLUMBING

AMOUNT \$ 55,000

CONTRACTOR'S REGISTRATION NO. ASCENMP888L6

CONTRACTOR/SUPPLIER WASHINGTON MASONRY

TYPE OF WORK/BID ITEM CMU

AMOUNT \$ 20,000

CONTRACTOR'S REGISTRATION NO. WASHIML82207

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	March 1, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	2M company & Horizon / Liberty Park Irrigation materials / Liberty Park (\$59,157.24+tax)		
Begin/end dates	Begins: 03/09/2023	Ends: 10/31/2023	<input type="checkbox"/> Open ended
Background/history:			
Purchase of irrigation system materials (heads, pipe, fittings, valves, control system, and accessories) as required to construct a new, automated irrigation system within a 5.6 acre area of Liberty Park. Pricing has been publicly bid per RFQ #5840-23. Once purchased, a crew from city park operations will begin installation of the new system.			
<ul style="list-style-type: none"> -Electric Control System & Accessories will be purchased from low bidder, 2M Company -Irrigation Mainline Pipe, Fittings & Valves will be purchased from low bidder, Horizon -Irrigation Lateral Pipe, Fittings and Heads will be purchased from low bidder, 2M Company 			
Motion wording:			
Motion to contract with 2M company and Horizon Corporation for purchase of irrigation materials for Liberty Park for a total of \$59,157.24 plus tax			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name: 2M company & Horizon Corp.		Email address: -	Phone: -
Distribution:			
Parks – Accounting		Thea Prince	
Parks – Sarah Deatrich		Andy Thew	
Requester: Nick Hamad		Nick Newman (nick.newman@horizononline.com)	
Grant Management Department/Name:		Aaron Burger (aburger@2mco.com)	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$59,157.24		1950	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input 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 type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION

LIBERTY PARK IRRIGATION REPLACEMENT 2023.01.25 BID SET

DESCRIPTION OF WORK

BASE BID SCOPE

SUPPLY REQUIRED MATERIALS, LABOR AND EQUIPMENT TO CONSTRUCT A NEW IRRIGATION SYSTEM AND SELECTIVELY DEMOLISH AN EXISTING ANTIQUATED HYDRAULIC IRRIGATION SYSTEM WITHIN AN APPROXIMATELY 5.6 ACRE PORTION OF LIBERTY PARK. WORK INCLUDES, BUT IS NOT LIMITED TO:

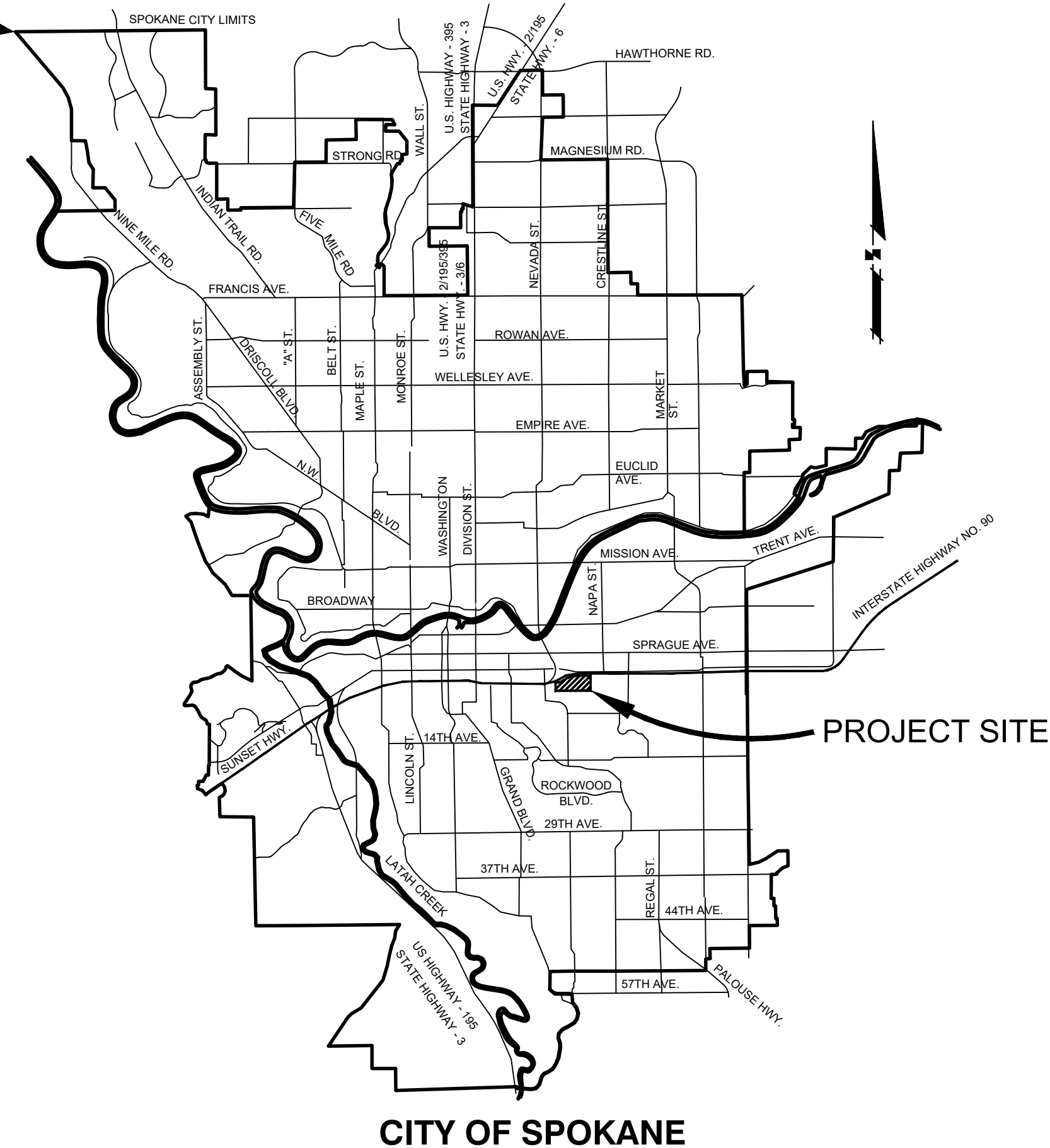
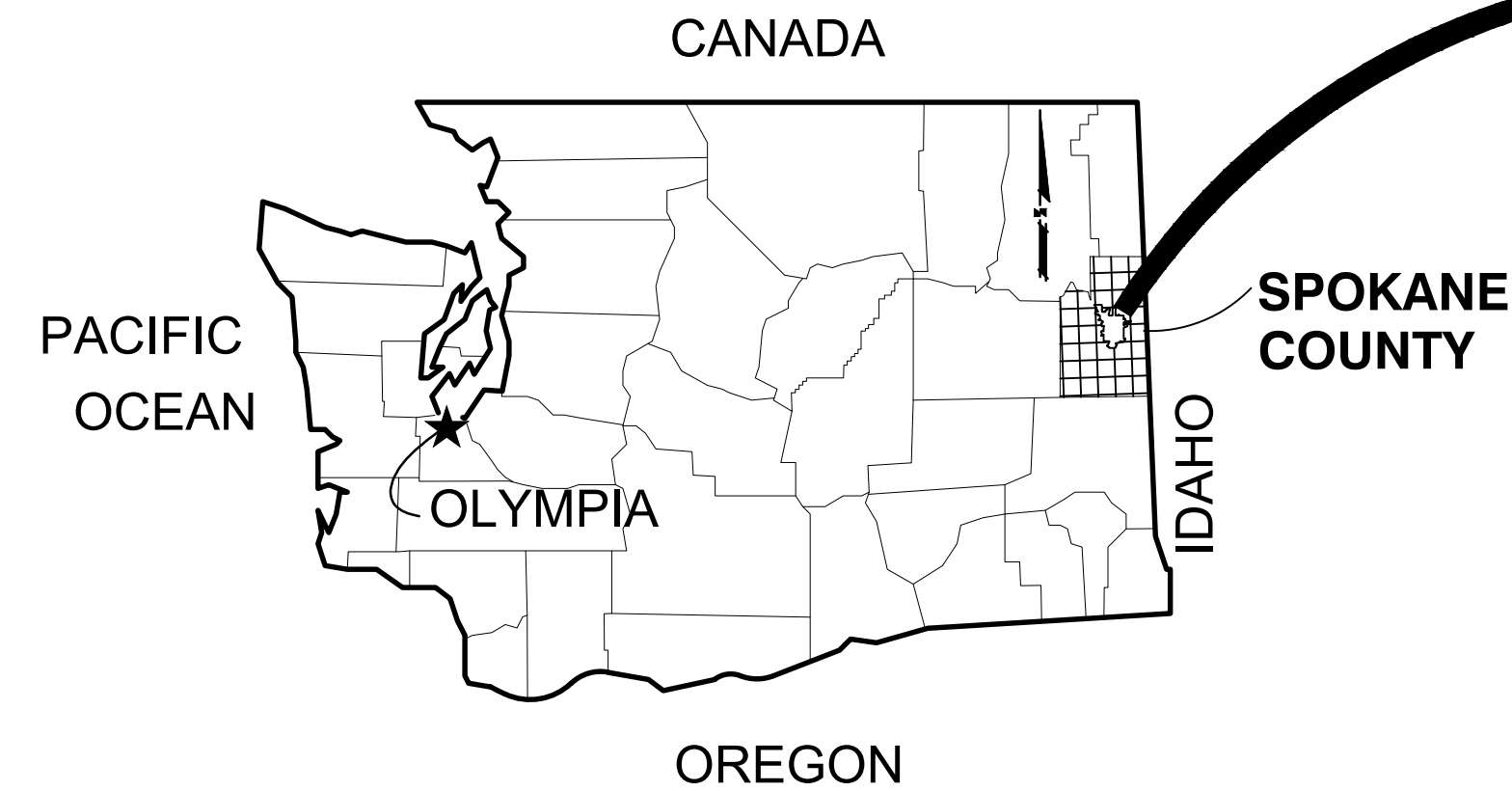
- CONSTRUCTION OF APPROXIMATELY 20 LINEAL FEET NEW JOINT RESTRAINED DUCTILE IRON IRRIGATION MAINLINE PIPING, 1,300 LINEAL FEET OF GASKETED, JOINT-RESTRAINED PVC IRRIGATION MAINLINE PIPING, 8,500 LINEAL FEET OF SOLVENT WELD PVC LATERAL LINE PIPING, 130 LINEAL FEET OF PVC IRRIGATION SLEEVING, INSTALLATION OF 2 MANUAL MAINLINE ISOLATION VALVES, 3 IRRIGATION QUICK COUPLING VALVES, 18 REMOTE CONTROL IRRIGATION VALVES, 173 IRRIGATION HEADS, A NEW 2-WIRE IRRIGATION CONTROL SYSTEM AND ASSOCIATED APPURTENANCES, REMOVAL AND DISPOSAL OF APPROXIMATELY 85 EXISTING VALVE-IN-HEAD SPRINKLERS, SELECTIVE DECOMMISSIONING OF EXISTING IRRIGATION PIPING, AND ASSOCIATED PARK LANDSCAPE REPAIR.

ADDITIONAL WORK REQUIREMENTS

WORK SHALL BE EXECUTED ACCORDING TO THE ATTACHED CONSTRUCTION DRAWINGS, DETAILS, AND PLAN NOTES. ALL WORK, INCLUDING APPROXIMATE QUANTITIES FOR EACH SITE, SHALL BE MUTUALLY AGREED UPON BY THE CONTRACTOR AND OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

REQUIRED COMPLETION DATE

ALL WORK SHALL BE COMPLETED BY MAY 12, 2023.



MAYOR

NADINE WOODWARD

COUNCIL MEMBERS

BREANN BEGGS, CITY COUNCIL PRESIDENT
JONATHAN BINGLE
MICHAEL CATHCART
BETSY WILKERSON
LORI KINNEAR
ZACH ZAPPONE
KAREN STRATTON

CITY ADMINISTRATOR

JOHNNIE PERKINS

DIRECTOR OF PARKS

GARRETT JONES

PROJECT CONTACT(S)

NICK HAMAD, PLA.
SPOKANE PARKS AND RECREATION
PROJECT MANAGER, (509) 363-5452

DRAWING INDEX

- L-1: IRRIGATION PLAN - EAST
- L-2: IRRIGATION PLAN - WEST
- L-3: IRRIGATION DETAILS
- L-4: IRRIGATION DETAILS
- L-5: IRRIGATION NOTES

WORK LOCATION

SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	LIBERTY PARK 502 S. PITTSBURG ST. SPOKANE, WA 99202	IRRIGATION REPLACEMENT

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR TEMPORARY OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
- CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
- PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
- TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF SPOKANE ARBORIST TO SCHEDULE WORK.
- OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.

2M low bidder for electric materials

RFQ #5840-23 Tabulation

Reference Number	Description	Type	UOM	Quantity	SiteOne Landscape Supply	2M COMPAMY	nick.newman@horizononline.com	HD Fowler Company
Electric Control System & Accessories					\$4,200.15	\$4,213.70	\$4,680.03	\$3,408.95
1	2-wire control path - 1,000' length, UF/TWU two conductor wire, 14 AWG copper, solid core, twisted, color coded red & blue suitable for direct bury with a blue color polyethylene jacket, Hunter 'ID1 Wire'	Base	lf	1,000.00	\$423.00	\$420.00	\$490.00	\$467.50
2	2-wire control path - 500' length, UF/TWU two conductor wire, 14 AWG copper, solid core, twisted, color coded red & blue suitable for direct bury with a blue color polyethylene jacket, Hunter 'ID1 Wire'	Base	lf	1,000.00	\$423.00	\$420.00	\$490.00	\$467.50
3	Single strand Pilot control wire - 100' length, Regency cable 14 AWG, solid soft drawn copper, with PVC insulation at least .045M in thickness and a white color polyethylene outer jacket, suitable for direct bury	Base	lf	500.00	\$64.00	\$55.00	\$56.00	\$63.94
4	Single strand Common control wire - 100' length, Regency cable 14 AWG, solid soft drawn copper, with PVC insulation at least .045M in thickness and a white color polyethylene outer jacket, suitable for direct bury	Base	lf	500.00	\$64.00	\$55.00	\$56.00	\$0.00
5	Bare copper grounding wire - 50' length, 6 AWG, solid soft drawn bare copper grounding wire for indoor and outdoor use	Base	lf	50	\$49.50	\$21.00	\$41.50	\$57.00
6	Valve Decoder - 1 station, Hunter ICD100 1 station decoder for Hunter ACC Controller	Base	ea	8	\$835.20	\$808.00	\$819.20	\$832.56
7	Valve Decoder - 2 station, Hunter ICD200 1 station decoder for Hunter ACC Controller	Base	ea	5	\$846.55	\$845.00	\$848.00	\$861.85
8	Sensor Decoder - 1 Station, Hunter ICDSen sensor decoder for Hunter ACC Controller	Base	ea	1	\$314.58	\$318.00	\$318.40	\$323.59
9	Waterproof wire connectors - 3M DBR/Y-6, kit of 2 600v ul listed connectors	Base	kit	42	\$162.96	\$151.20	\$170.94	\$171.36
10	Ground Rod, 5/8"x8" length, copper clad steel ground rod	Base	ea	4	\$101.56	\$48.00	\$177.00	\$144.00
11	Ground Rod clamp - decoders, mechanical group rod clamp for cable to rod, high strength, 10 AWG, UL listed for direct burial, GRC58	Base	ea	4	\$10.48	\$10.00	\$13.00	\$15.72
12	Ground Rod clamp - controller, mechanical group rod clamp for cable to rod, high strength, 10 AWG to 1 AWG , UL listed for direct burial, GRC58	Base	ea	1	\$2.62	\$2.50	\$3.25	\$3.93
13	Controller Grounding Plate - copper alloy intended for grounding applications, minimum size of 4" wide x 96" long x .0625" thickness. A minimum of 6 AWG copper solid bare copper wire to be attached to plate using approved welding process.	Base	ea	1	\$166.00	\$88.00	\$183.75	\$0.00
14	Controller Grounding Plate - Copper alloy intended for grounding applications, minimum size of 4" wide x 48" long x .0625 thickness. A minimum of 10 AWG copper solid bare copper wire to be attached to plate using approved welding process	Base	ea	3	\$0.00	\$264.00	\$283.71	\$0.00
15	Powersoft earth contact grounding material, 50 pound bag	Base	50 lb bag	5	\$736.70	\$675.00	\$650.00	\$0.00
16	Grounded Rod Box - Carson #809-9-4 box with 1 cover lid, black color	Base	ea	4	\$0.00	\$33.00	\$79.28	\$0.00

Horizon low bidder for mainline materials

Irrigation Mainline Pipe, Fittings & Valves				\$25,734.05	\$30,066.97	\$28,488.98	\$34,087.74
1	Ductile Iron Pipe - 6" size - class 350, plain end PVC Pipe - 4" size - Class 200 SDR 21, bell end, gasket joint	Base lf	20	\$0.00	\$540.00	\$922.00	\$553.60
2	PVC Pipe - 3" size - Class 200 SDR 21, bell end, gasket joint	Base lf	1,140.00	\$5,857.32	\$5,244.00	\$5,563.20	\$5,529.00
3	PVC Pipe - 3" size - Schedule 40, bell end, solvent weld	Base lf	60	\$177.60	\$165.00	\$175.20	\$173.40
4	Underground Detector Tape - 3" wide, 1000' length, APWA compliant purple tape reading	Base ea	2	\$105.38	\$90.00	\$109.82	\$134.40
5	3-way flanged tee, 4" size, Ductile Iron, Sigma DFT 44	Base ea	1	\$0.00	\$245.00	\$237.71	\$323.74
6	3-way flanged tee, 6" size, Ductile Iron, Sigma DFT 66	Base ea	1	\$0.00	\$310.00	\$295.12	\$401.92
7	Companion Flange, - 4" size, 150 psi Cast Iron, Soval 870-040, Black color	Base ea	1	\$0.00	\$71.00	\$32.43	\$84.71
8	Bolt Gasket Kit - 4" size GSFFG4 Matco bolt gasket kit	Base ea	3	\$49.41	\$30.75	\$68.25	\$83.16
9	Concentric MJ Reducer - 4"x6" size, 250 psi Ductile Iron, Sigma 4 flange x 6" mechanical joint	Base ea	1	\$0.00	\$310.00	\$186.48	\$271.12
10	90 Degree MJ ell - 6" size 250 psi Ductile Iron, Sigma DMB 690 without accessories	Base ea	1	\$100.37	\$125.00	\$120.12	\$157.85
11	Mechanical Joint Wedge Restraint for DI pipe w/accessories - 6" size, Sigma one-lok model MJ x Flange Adapter - 6" size, Ductile Iron MJ x	Base ea	6	\$262.38	\$372.00	\$323.82	\$441.48
12	Flanged adapter without accessory, Sigma MFA6 Bolt Gasket Kit - 6" size, GSFFG6 Matco Bolt	Base ea	3	\$0.00	\$315.00	\$335.46	\$379.29
13	Gasket Kit 45 Degree push-on ell 4" size, Ductile Iron IPS, Harco deep bell x bell push on joint w/gaskets	Base ea	7	\$174.93	\$119.00	\$377.79	\$221.69
14	Mainline push-on Cap, 4" size, Ductile Iron IPS, Harco deep bell x bell push on joint w/gasket	Base ea	10	\$891.50	\$740.00	\$812.20	\$885.60
15	Mainline Reducer - 4"x3" size, Ductile Iron IPS, Harco 4" Deep bell x 3" bell push on joint	Base ea	1	\$125.81	\$107.00	\$114.61	\$111.58
16	Mainline Small End Bell Reducer - 6"x4" size, Ductile Iron IPS, Harco 6" spigot x 4" bell	Base ea	1	\$140.66	\$120.00	\$128.14	\$124.75
17	Flange x Bell Adapter - 6" size, Ductile Iron IPS Flange x Harco "Style A" deep bell w/gaskets	Base ea	2	\$223.90	\$194.00	\$203.96	\$198.56
18	Flange x Bell Adapter - 3" size, Ductile Iron IPS Flange x Harco "Style A" deep bell w/gaskets	Base ea	2	\$528.98	\$450.00	\$481.92	\$469.16
19	Bolt Gasket Kit - 3" size, GSFFG3 Matco Bold Gasket Kit	Base ea	1	\$150.57	\$130.00	\$113.51	\$133.53
20	Tapped Tee - 4"x4"x2" size, Ductile Iron IPS, Harco deep bell push on joint w/gaskets x	Base ea	1	\$9.89	\$6.75	\$12.55	\$24.55
21	Tapped Tee - 4"x4"x1.5" size, Ductile Iron IPS, Harco deep bell push on joint w/gaskets x	Base ea	17	\$1,768.34	\$1,479.00	\$1,610.75	\$1,756.61
22	Tapped Tee - 4"x4"x1" size - Ductile Iron IPS, Harco deep bell push on joint w/gaskets x	Base ea	1	\$107.97	\$89.00	\$98.38	\$95.76
23	Fitting to Pipe joint restraint system for Ductile Iron push on joint to CI 200 PVC Pipe - 4" size IPS, Harco "Style A" 820410, include grip rings,	Base ea	2	\$215.94	\$178.00	\$196.76	\$191.52
24	Fitting to Pipe joint restraint system for Ductile Iron push on joint to CI 200 PVC Pipe - 3" size IPS, Harco "Style A" 820310, include grip rings,	Base ea	64	\$5,402.88	\$4,608.00	\$4,604.16	\$4,792.32
25	Pipe to Pipe joint restraint system for CI 200 PVC Pipe - 4" size IPS, Harco "Style A" 820415, include	Base ea	2	\$130.20	\$118.00	\$95.98	\$115.46
26	grip rings, restraint rods, bolts and nuts Mainline Isolation Valve - 6" size, Flanged Gate	Base ea	16	\$2,440.96	\$2,032.00	\$1,821.60	\$2,164.96
27	Valve w/square OP Nut, Nibco F-619-SON-6" Flanged Hydrometer, 6" size, Netafim	Base ea	2	\$1,388.70	\$3,900.00	\$1,386.62	\$3,342.08
28	LHM6ERG1MEL-NO	Base ea	1	\$2,748.21	\$3,400.00	\$3,736.80	\$3,867.77
29	Locking Quick Coupler, 1" size - Rain Bird 44LRC Electric Remote Control Valve, angle	Base ea	4	\$352.48	\$360.00	\$332.64	\$343.92
30	configuration, 2" size - Rain Bird 200 PGA Electric Remote Control Valve, Angle	Base ea	16	\$1,328.00	\$1,312.00	\$1,253.12	\$1,295.52
31	Configuration, 1.5" size - Rain Bird 150 PGA Drip Zone Control Valve, globe configuration, 1" size - Rain Bird XCZ100PRBLC	Base ea	1	\$59.33	\$59.00	\$55.99	\$57.88
32	Manual PVC Ball Valve, 1" size - Lasco True Union PVC V10101N 24/Bx, 1" slipxPPT, Gray	Base ea	1	\$110.89	\$114.00	\$110.15	\$113.88
33	Steel Bushing - 4" size, 4" mpt x 1.5" fmt, sch 40 steel, galvanized	Base ea	1	\$33.77	\$15.25	\$34.27	\$101.87
34	Steel Bushing - 1.5" x 1", 1.5" mpt x 1" fmt, sch 40 steel, galvanized	Base ea	1	\$31.19	\$21.00	\$22.30	\$81.86
35	Steel Tee - 1.5" size, sch 40 steel galvanized Steel nipple - 2" size x 12" length, sch 40 steel, galvanized	Base ea	2	\$11.26	\$8.50	\$7.96	\$9.82
36	Steel Tee - 1.5" size, sch 40 steel galvanized Steel nipple - 2" size x 12" length, sch 40 steel, galvanized	Base ea	1	\$9.41	\$6.75	\$6.92	\$8.20
37	galvanized Steel nipple - 1.5" size x 12" length, sch 40 steel, galvanized	Base ea	16	\$257.28	\$280.00	\$203.04	\$279.52
38	galvanized Steel nipple - 1" size x 12" length, sch 40 steel, galvanized	Base ea	1	\$10.96	\$12.00	\$9.16	\$11.90
39	galvanized Steel nipple - 1" size x 12" length, sch 40 steel, galvanized	Base ea	1	\$7.77	\$4.25	\$6.01	\$8.44

41	PVC nipple - 2" size x 3" length, sch 80 pvc	Base ea	16	\$24.00	\$50.40	\$26.88	\$27.20
42	PVC nipple - 1" size x 2" length, sch 80 pvc	Base ea	2	\$1.12	\$2.92	\$1.34	\$1.38
43	PVC toe nipple - 2" size x 6" length, sch 80 pvc	Base ea	1	\$3.81	\$6.15	\$3.00	\$3.11
44	PVC toe nipple - 1.5" size x 2" length, sch 80 pvc LASCO "snap-lok" swing joint for quick coupling	Base ea	1	\$1.60	\$4.75	\$1.05	\$4.42
45	valve - manufactured, unitized swing joint, Lasco	Base ea	2	\$105.56	\$90.00	\$150.66	\$138.00
46	PVC Threaded union - 2" size sch 80 pvc, FMT	Base ea	16	\$164.48	\$768.00	\$176.16	\$820.00
47	PVC Threaded union - 1.5" size sch 80 pvc, FMT	Base ea	1	\$7.86	\$41.00	\$8.31	\$33.30
48	PVC Threaded union - 1" size sch 80 pvc, FMT	Base ea	1	\$3.78	\$17.00	\$4.25	\$14.12
49	Hydrometer Box - Carson #spec grade 2436 vault, 18" height w/18" extension, bolt down locking flush solid cover, green color	Base ea	1	\$0.00	\$165.00	\$502.28	\$1,561.12
50	Control Valve Box - Carson #1419-12" standard box with #1419-38 flush cover, green color	Base ea	17	\$0.00	\$637.50	\$714.17	\$1,226.04
51	Drip Zone Valve Box Riser - Carson #1419-16" standard riser	Base ea	17	\$0.00	\$408.00	\$485.18	\$719.27

2M low bidder for lateral materials

Irrigation Lateral Pipe, Fittings & Heads				\$27,730.72	\$26,454.56	\$30,160.93	\$30,094.14
1	PVC Pipe - 4" size, Schedule 40 PVC, bell end, solvent weld	Base lf	20	\$95.20	\$90.00	\$100.40	\$93.40
2	PVC Pipe - 3" size, Schedule 40 PVC, bell end, solvent weld	Base lf	1,200.00	\$4,152.00	\$3,900.00	\$3,804.00	\$3,948.00
3	PVC Pipe - 2.5" size, Schedule 40 PVC, bell end, solvent weld	Base lf	300	\$795.00	\$750.00	\$870.00	\$786.00
4	PVC Pipe - 2" size, Schedule 40 PVC, bell end, solvent weld	Base lf	900	\$1,503.00	\$1,413.00	\$1,512.00	\$1,431.00
5	PVC Pipe - 1.5" size, Schedule 40 PVC, bell end, solvent weld	Base lf	2,100.00	\$2,604.00	\$2,436.00	\$2,856.00	\$2,478.00
6	PVC Pipe - 1" size, Schedule 40 PVC, bell end, solvent weld	Base lf	4,000.00	\$3,080.00	\$2,920.00	\$3,280.00	\$2,920.00
7	PVC reducing bushing - 4"x3" size, Schedule 40	Base ea	1	\$6.01	\$6.25	\$8.26	\$9.30
8	PVC slip x slip	Base ea	1	\$7.36	\$6.25	\$8.26	\$11.40
9	PVC Reducing Bushing - 3"x2.5" size, schedule 40	Base ea	5	\$13.40	\$14.00	\$18.50	\$16.90
10	PVC slip x slip	Base ea	20	\$53.60	\$56.00	\$74.00	\$67.60
11	PVC Reducing Bushing - 3"x1.5" size, Schedule 40	Base ea	10	\$26.80	\$28.00	\$37.00	\$33.80
12	PVC slip x slip	Base ea	5	\$13.40	\$14.00	\$18.50	\$16.90
13	PVC Reducing Bushing - 2.5"x2" size, Schedule 40	Base ea	5	\$9.10	\$9.50	\$12.50	\$11.55
14	PVC slip x slip	Base ea	3	\$5.46	\$5.70	\$7.50	\$6.93
15	PVC Reducing Bushing - 2.5"x1" size, Schedule 40	Base ea	2	\$3.64	\$3.80	\$5.00	\$4.62
16	PVC slip x slip	Base ea	30	\$33.90	\$34.50	\$46.80	\$42.90
17	PVC Reducing Bushing - 2"x1" size, Schedule 40	Base ea	10	\$11.30	\$11.50	\$15.60	\$14.30
18	PVC 2" slip x 1" thread	Base ea	1	\$6.49	\$1.69	\$2.21	\$2.03
19	PVC Reducing Bushing - 1.5"x1" size, Schedule 40	Base ea	65	\$45.50	\$44.85	\$61.10	\$55.90
20	PVC, 2" MPT x 3" slip	Base ea	15	\$61.80	\$81.90	\$85.20	\$78.00
21	PVC Reducing Male Adapter - 2"x4" size, Schedule 40	Base ea	1	\$6.00	\$5.78	\$16.27	\$13.34
22	PVC, 2" slip x 4" SPG	Base ea	1	\$0.76	\$0.76	\$1.02	\$0.94
23	PVC Male Adapter - 1.5" size, Schedule 40 PVC, 1.5" MPT x 1.5" slip	Base ea	1	\$0.76	\$0.76	\$1.02	\$0.94
24	PVC Female Adapter - 1" size, Schedule 40 PVC, 1" slip x 1" FMT	Base ea	110	\$47.30	\$46.20	\$63.80	\$57.20
25	PVC Coupling - 4" size, Schedule 40 PVC, slip x slip	Base ea	1	\$4.54	\$4.75	\$6.25	\$7.04
26	PVC Coupling - 3" size, Schedule 40 PVC, slip x slip	Base ea	5	\$15.70	\$15.80	\$21.55	\$19.75
27	PVC Coupling - 2.5" size, Schedule 40 PVC, slip x slip	Base ea	2	\$4.00	\$4.18	\$5.52	\$5.04
28	PVC Coupling - 2" size, Schedule 40 PVC, slip x slip	Base ea	5	\$4.55	\$4.05	\$6.30	\$5.70
29	PVC Coupling - 1.5" size, Schedule 40 PVC, slip x slip	Base ea	10	\$6.10	\$5.90	\$8.20	\$7.50
30	PVC Coupling - 1" size, Schedule 40 PVC, slip x slip	Base ea	1	\$0.41	\$0.36	\$0.55	\$0.51
31	PVC Tee - 4" size, Schedule 40 PVC, slip x slip x slip	Base ea	10	\$146.90	\$129.00	\$202.00	\$227.40
32	PVC Tee - 3" size, Schedule 40 PVC, slip x slip x slip	Base ea	25	\$203.00	\$178.75	\$279.00	\$256.25
33	PVC Tee - 2.5" size, Schedule 40 PVC, slip x slip x slip	Base ea	5	\$30.90	\$26.25	\$42.50	\$39.00
34	PVC Tee - 2" size, Schedule 40 PVC, slip x slip x slip	Base ea	20	\$38.40	\$33.00	\$51.60	\$47.40
35	PVC Tee - 1.5" size, Schedule 40 PVC, slip x slip x slip	Base ea	40	\$52.80	\$48.40	\$70.40	\$64.40
36	PVC Tee - 1" size, Schedule 40 PVC, slip x slip x slip	Base ea	5	\$3.50	\$3.05	\$4.70	\$4.30
37	PVC Reducing Tee - 3"x3"x1" size, Schedule 40	Base ea	6	\$53.04	\$49.80	\$79.92	\$73.26
38	PVC, slip x slip x FIPT	Base ea	5	\$30.80	\$30.45	\$46.55	\$42.75
39	PVC Reducing Tee - 2.5"x2.5"x1" size, Schedule 40	Base ea	15	\$30.75	\$39.75	\$64.50	\$59.25
40	PVC, slip x slip x FIPT	Base ea	30	\$61.50	\$70.50	\$102.90	\$94.20
41	PVC Reducing Tee - 1.5"x1.5"x1" size, Schedule 40	Base ea	5	\$10.25	\$11.75	\$17.15	\$15.70
42	PVC, slip x slip x FIPT	Base ea	4	\$51.56	\$49.40	\$70.92	\$79.76

42	PVC 45 ell - 3" size, Schedule 40 PVC, slip x slip	Base ea	45	\$323.55	\$299.25	\$445.05	\$408.60
43	PVC 45 ell - 2.5" size, Schedule 40 PVC, slip x slip	Base ea	5	\$23.20	\$20.05	\$31.85	\$29.25
44	PVC 45 ell - 2" size, Schedule 40 PVC, slip x slip	Base ea	15	\$27.30	\$24.75	\$36.75	\$33.75
45	PVC 45 ell - 1.5" size, Schedule 40 PVC, slip x slip	Base ea	30	\$41.70	\$37.50	\$56.10	\$51.30
46	PVC 45 ell - 1" size, Schedule 40 PVC, slip x slip	Base ea	45	\$36.00	\$32.40	\$48.15	\$44.10
47	PVC 90 ell - 4" size, Schedule 40 PVC, slip x slip	Base ea	2	\$19.78	\$16.62	\$27.20	\$30.60
48	PVC 90 ell - 3" size, Schedule 40 PVC, slip x slip	Base ea	5	\$27.65	\$24.55	\$38.05	\$34.90
49	PVC 90 ell - 2.5" size, Schedule 40 PVC, slip x slip	Base ea	2	\$9.24	\$8.02	\$12.72	\$11.66
50	PVC 90 ell - 2" size, Schedule 80 PVC, slip x slip	Base ea	5	\$7.75	\$8.80	\$10.45	\$9.55
51	PVC 90 ell - 1.5" size, Schedule 80 PVC, slip x slip	Base ea	15	\$14.85	\$12.30	\$19.95	\$18.45
52	PVC 90 ell - 1" size, Schedule 40 PVC, slip x slip	Base ea	110	\$56.10	\$46.20	\$77.00	\$71.50
53	Steel 90 ell - 1" size, Schedule 40 steel, galvanized	Base ea	3	\$9.48	\$9.30	\$9.03	\$8.46
54	Rotor Swing Joint - 1" size, manufactured, unitized triple swing joint MIPT inlet & outlet,	Base ea	160	\$3,932.80	\$3,040.00	\$4,734.40	\$5,412.80
55	Rotor Swing Joint - 3/4" size, manufactured, unitized triple swing joint MIPT inlet & outlet,	Base ea	60	\$776.40	\$870.00	\$1,594.20	\$1,575.00
56	Rotor Irrigation Head - 1" size, 6" pop-up, adjustable arc, stainless steel riser, Hunter model	Base ea	160	\$7,835.20	\$8,160.00	\$7,808.00	\$7,936.00
57	Rotor Irrigation Head - 3/4" size, 6" pop-up, adjustable arc, plastic riser w/flow shut-off & MPR Nozzles. Rain Bird Model #5006-PL-PC-SAM-	Base ea	60	\$1,260.00	\$1,260.00	\$1,227.60	\$1,269.00
Total Extended				\$57,351.02	\$60,437.23	\$62,995.34	\$67,590.83

total bid award: \$59,157.24

total bid amount to be awarded

Bid Response Summary

Bid Number RFQ 5840-23
Bid Title Liberty Park Irrigation Materials
Due Date Thursday, February 23, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company 2M COMPAMY
Submitted By AARON BURGER - Tuesday, February 21, 2023 4:46:19 PM [(UTC-08:00) Pacific Time (US & Canada)]
 ABURGER@2MCO.COM 509-765-0867

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Aaron Burger 509-630-9337 aburger@2mco.com
Park Board Approval			
	1	This purchase is subject to Park Board approval. Approval is anticipated in March 2023. The City assumes no obligation to purchase until the purchase is approved by Park Board and a City purchase order is issued.	I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	2	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
	3	This Request for Quotes is ONLY for product. The Project Drawings are attached in the Documents Tab for informational purposes only - It has been determined that notes and details on the drawings may be of help to the vendors quoting product.	I acknowledge and understand
	4	This RFQ may be awarded as a whole, by grouping or by line item - wherein the lowest responsive bidder that can meet the deliver deadlines or come the closest to those deadlines - whichever works out best for the City of Spokane.	I acknowledge and I agree
Delivery			

1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
2	All product shall be ordered/delivered FOB: Destination to 2304 E Mallon Ave., Spokane WA 99202. Coordinate delivery with Andy Thew (509) 363-5459	Understood and Agreed
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
4	Delivery is requested to be no later than March 6, 2023 and respondent promises to make every reasonable effort to meet that date (City acknowledges winning supplier shall not bear expedited freight costs to deliver by that date unless supplier had promised delivery before that date in business days ARO). Please indicated delivery timeline or "lead time" for each item in the Pricing Page in the Comments Field.	Understood and Agreed
5	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement		

Bid Response Summary

Bid Number RFQ 5840-23
Bid Title Liberty Park Irrigation Materials
Due Date Thursday, February 23, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company nick.newman@horizononline.com
Submitted By Nick Newman - Thursday, February 23, 2023 12:37:30 PM [(UTC-08:00) Pacific Time (US & Canada)]
 nick.newman@horizononline.com 509-467-6601

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	John Meyer, Nick Newman
Park Board Approval			
	1	This purchase is subject to Park Board approval. Approval is anticipated in March 2023. The City assumes no obligation to purchase until the purchase is approved by Park Board and a City purchase order is issued.	I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	2	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
	3	This Request for Quotes is ONLY for product. The Project Drawings are attached in the Documents Tab for informational purposes only - It has been determined that notes and details on the drawings may be of help to the vendors quoting product.	I acknowledge and understand
	4	This RFQ may be awarded as a whole, by grouping or by line item - wherein the lowest responsive bidder that can meet the deliver deadlines or come the closest to those deadlines - whichever works out best for the City of Spokane.	I acknowledge and I agree
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Additional Items		
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Payment Terms		
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2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement		

Proposed Spokane Pilot Project



Introduction of a Memory Garden

1 March 2023

Making the Proposal:



Bob Scarfo, BLA, MLA, PhD

Registered landscape architect in WA State.

Owner Land and Life® LLC

Professor Emeritus, WSU Landscape Architecture

Volunteer: Aging and Long-term Care of Eastern Washington's
Governor's Council of Aging.

City of Spokane's Design Review Board.

Spokane Dementia Dementia Friendly Community Action Team



Debby Dodds, MS

Dementia focused Gerontologist

Partner & Head of Caregiver Engagement Generation Connect
– a nonpharmacological dementia caregiving app funded through
the National Institutes of Health

Adjunct Professor UMass Boston Gerontology – School of Nursing

Volunteer: Spokane Dementia Friendly Community

Spokane Dementia Friendly Action Team



Adriano Eva, CPRP, MBA

Recreation Supervisor, Wellness & Life Enrichment Programs at
City of Spokane Parks and Recreation

Volunteer: Spokane Dementia Friendly Community

Spokane Dementia Action Team

Co-Chair, Spokane Safe Communities Partnership, Youth Gang
Intervention,

Spokane is Washington State's first and only Dementia Friendly Community as awarded by Dementia Friendly America.

A 2020 Spokane Area Dementia Friendly Community survey and needs assessment identified support for people with dementia and their care partners as a priority.

A memory garden is a form of support often overlooked – the city's built environment.



2023 Statistics
Or Potential Spokane City & County
Beneficiaries of a Healing Garden

Bottom Line – please keep in mind the numbers are only going up

235,010	City Population
6,768	Individuals 65+ w/mild-severe cognitive impairments (est. 32% of population)
<u>6,768</u>	Related number of care partners (1:1 ratio would be low)
13,536	City potential Memory Garden beneficiary population
324,765	County Population (without City)
9,353	Individuals 65+ w/mild-severe cognitive impairments (est. 32% of population)
<u>9,353</u>	Related number of care partners (1:1 ratio would be low)
18,706	Potential Memory Garden County beneficiary population
32,242	City and County potential beneficiaries living with memory loss and care partners
2,705	Est. 1 in 44 individuals less than 18 living with autism spectrum disorder
<u>2,705</u>	Related number of care partners (1:1 ratio would be low)
5,410	City and County potential beneficiaries on autism spectrum disorder (ASD) and their care partners
37,653	City & County est. total of three populations directly benefit from Memory Garden

A Memory Garden is:

A particular type of garden.
Not a memorial garden, a healing garden, or a meditative garden.

Each of those gardens can be a memory garden if unobtrusively fenced, entered through a security gate (not easily opened, like a child's gate), and offers circular or looping walkways.

Closest example of a public memory garden in Spokane is the Providence Sacred Heart Medical Center Healing Garden: gated & enclosed on 4 sides.



Memory Garden

The pilot memory garden is a public, intergenerational garden specifically designed to provide for:

Relief, refuge, and respite for people living with memory loss, cognitive disorders, and those who care for them.

Intergenerational populations – young people with autism, those with young-onset Alzheimer's, and those with more advanced memory loss.

An excellent example is the nationally-recognized Portland Memory Garden, see:

https://issuu.com/joelgrogan/docs/portland_memory_garden_history_fina

and

<https://www.portland.gov/parks/portland-memory-garden> .



Memory Garden Design Features:

Design features derived from:

- the tendency of 6 out of 10 people living memory loss to roam or wander
- a shift from one's logical or practical cognitive abilities to their intuitive, unconscious (below conscious thought) abilities, and with that shift
- an enhanced appreciation for the stimulation of their five senses.



Memory Garden Design Features

Promote Roaming or Wandering:

Movement is calming; helps individuals cope with anxieties that accompany memory loss:

Garden is unobtrusively fenced so wanderer cannot roam beyond the garden proper.

The caregiver is allowed to relax and not constantly be on guard for the memory-loss person's safety.

Paths and walks all loop, circle, figure 8; no dead ends.

Plantings allow a person with memory loss to readily see and be seen by their care partner.



As memory loss progresses, the brain shifts to a lessening of logic and practicality to stronger intuition and sensitivity to enjoyment through the five senses:

Aromatic plantings trigger visitors' strongest memory-generating sense and recall of pleasing life moments.

Attract butterflies and birds.

Motion, movement, light rustling sounds, e.g. quaking aspen, light and sculptural mobiles

Aromas such as those, for example, derived from herbs such as lemon balm, mint, and lavender and seasonal flowering plants and shrubs, e.g. lilacs (photo of Debby's Mom).

Soft night lighting



Caregivers' wellbeing:

Opportunities to enjoy a Memory Garden helps reduce caregiver strain.

Caregiver strain negatively influences the quality of life of a person experiencing memory loss.

Similar influences of strain are experienced by those caring for those living with autism.

The Garden provides:

- Necessary rejuvenating break.

- Break from constantly being concerned for their partners;



Memory Garden's Benefits:

Nonpharmaceutical approach to recognizing appreciations memory loss does not take away

People with memory loss are seen as “retaining – and sometimes even seem to be developing -- their intuitive functions, although their rational functions were fading away” (Cornish, 2019, 32).

Provides a person's senses with pleasure through touch, smell, sounds, sight, and even taste. This enhanced level of stimulation calls to many of the amenities a garden can provide.

Intergenerational Setting:

Most experiences through one's 5 senses that benefit people experiencing memory loss also benefit those experiencing other forms of cognitive disorders: younger individuals with early-onset dementia and people living with autism.

Sample Gardens:



Marcus, Claire Cooper. 2007. Garden of the Family Life Center, Grand Rapids, Michigan. *Journal of Housing for the Elderly*. Vol. 21 (3-4), 294.



Initial Memory Garden Design presented to the ASLA

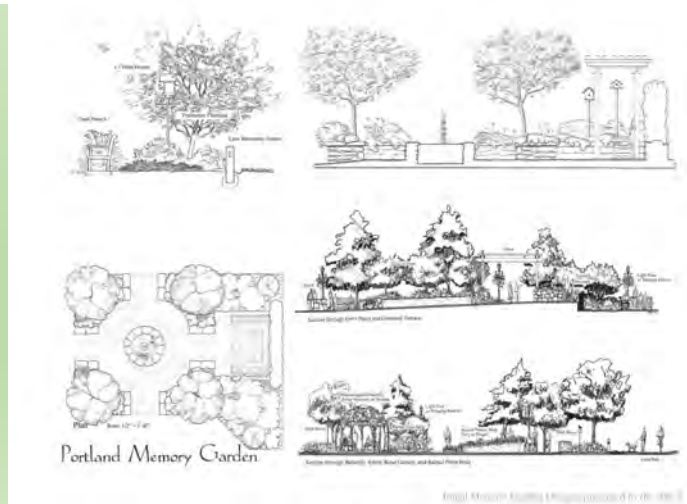
Legend

- 1 Entrance Gate
- 2 Entrance Signage
- 3 Covered Entry Structure
- 4 Pergola Picnic Area
- 5 Benches
- 6 Circular Paths
- 7 Lighting Fixtures
- 8 Restroom and Tool Shed
- 9 Open Lawn
- 10 Raised and Sloped Planter Beds
- 11 Circumnavigating Fence



Schematic drawing of the Portland Memory Garden by Brian Bainson. Some built elements differ slightly from schematic.

Grogan, Joel. *Portland Memory Garden*. Published on Nov. 21, 2016
https://issuu.com/joelgrogan/docs/portland_memory_garden_history_fina



Visick, S. and McClenaghan, 2012. Case Study 6: Sydenham Court. In Pollock, A. and Marshall, M. *Designing Outdoor Spaces for People with Dementia*. Stirling, Scotland: University of Stirling. p. 161.

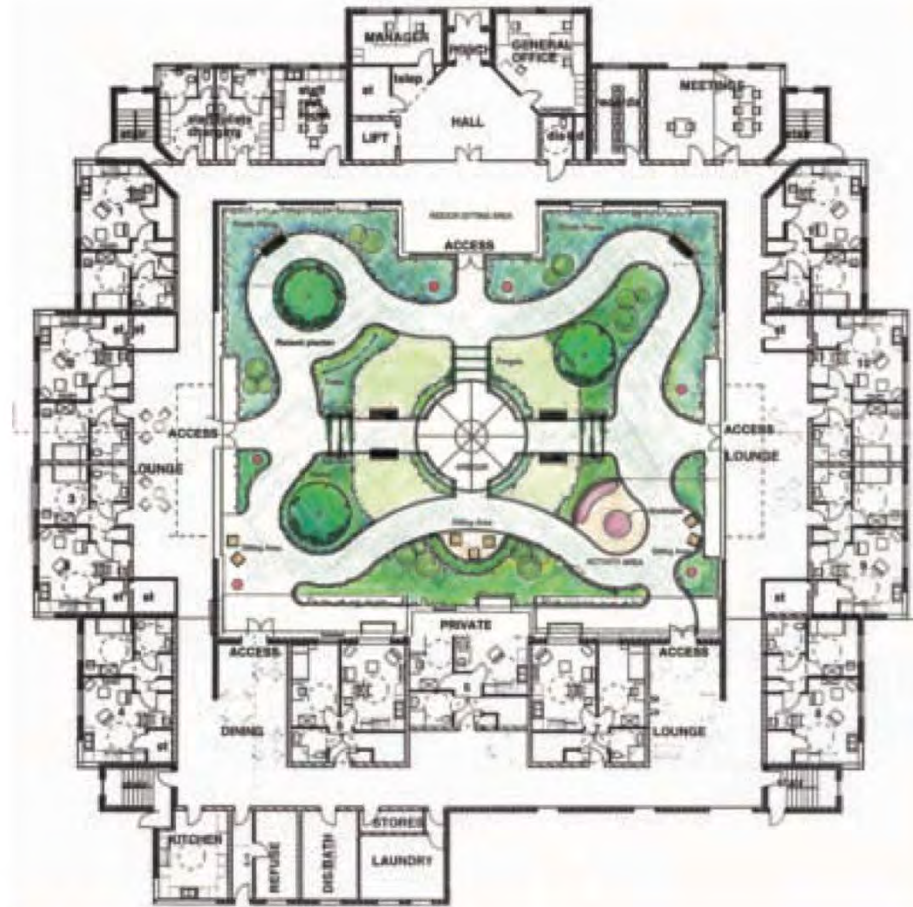


Fig. 134 Plan of courtyard

Gresfrod and Gerlach-Spriggs. 2012. Case Study 4: Haugmotun Sensory Garden: a therapeutic garden for people with dementia. In Pollock, A. and Marshall, M. *Designing Outdoor Spaces for People with Dementia*. Stirling, Scotland: University of Stirling. p. 89.



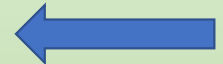
Fig. 45 Layout of garden showing the inner and outer gardens as described further in the case study



CHAPTER 3. LAND

Goal A: Serving the Under-resourced

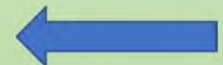
- Objective 1. Address Geographic Gaps In Park Provision
- Objective 2. Invest In Equity Zones
- Objective 3. Focus On Neighborhood And Community Parks



CHAPTER 5. PEOPLE

Goal H: Build Awareness

- Objective 1. Signage And Wayfinding
- Objective 2. Ongoing Marketing Campaign For Programs and Services
- Objective 3. Partnerships With Schools



CHAPTER 5. PEOPLE

Goal I: Diversity of Offerings

- Objective 1. Refresh Program Offerings
- Objective 2. Commit To Diversity, Equity And Inclusion In Programming



Bringing a Memory Garden to Spokane

Lead Organization



Bob Scarfo, Owner, Land and Life® LLC,
514 West 25th Avenue bscarfo@landandlife.com
Spokane, WA 99203 509.220.5113

Site Specifics

Access: pedestrian and vehicular
Enclosing, unobtrusive fence
Available water and electricity

Parking nearby
Entry-exit gate with childproof lock
Accessible through four seasons
Existing maintenance staff

Cost Estimates

1/4 acre = 10,890 sf x \$30/sf = \$326,700 (materials & install) + \$39,204 (A&E) = \$365,904
1/2 acre = 21,780 sf x \$25/sf = \$544,500 (materials & install) + \$65,340 (A&E) = \$609,840

Potential Funding Partners

Providence Sacred Heart Medical Center	Kaiser Permanente
Spokane Rotary Club	Spokane Lions' Club
Avista	Innovia Foundation
Washington Trust Bank	Bullet Foundation?
Richard A. Vandervert Landscaping and Environmental Fund	
AARP Community Challenge Grant – making communities livable for all ages	

Health Benefits of Built Environment Much Too Often Overlooked:

Debby Dodds, Adriano Eva, and Bob Scarfo are making headway:
awakening health care, aging, and design professions

Ask that the Committee support a Call to Action and
recommend Next Steps
that would help us, help Spokane benefit
from the introduction of a Memory Garden

Thank You