



**Spokane Park Board Land Committee**  
**3:30 p.m. Wed., May 03, 2023**

**In-person:** Spokane Public Library at Liberty Park  
Conference Room - 402 South Pittsburg Street  
Spokane, WA 99202

**WebEx virtual meeting:**

Call-in: 408-418-9388; Access code: 2481 485 8115  
Al Vorderbrueggen – Operations Director

**Committee Members:**

Greta Gilman – Chair  
Sally Lodato  
Hannah Kitz  
Kevin Brownlee

The Land Committee meeting will be held in-person in the **Spokane Public Library at Liberty Park, Conference Room - 402 South Pittsburg Street**, Spokane, WA 99202 and virtually via WebEx at 3:30 p.m. Wednesday, May 03, 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 **2481 485 8115**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. May 03 by email to: [spokaneparks@spokanecity.org](mailto: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** – Greta Gilman

**Public comment** – Greta Gilman

(letters of support included in Action Item #1 and Discussion Item #1)

**Action Items:**

1. [Resolution selecting Upriver Park as the location for a new community dog park & accepting ownership of a new neighborhood dog park at 2616 E. 63<sup>rd</sup> Avenue. / Upriver Park \(no cost\) – Nick Hamad](#)
2. [AHBL, Inc. Amendment #1 / Citywide Dog Park site selection & design services \(\\$18,500, non-taxable service\) – Nick Hamad](#)
3. [AHBL, Inc. Architecture & Engineering Services contract for the Make Beacon Hill Public Phase 2 project / Upriver Park & Camp Sekani Park \(\\$309,840.00, non-taxable service\) – Nick Hamad](#)
4. [Northwest Playground Equipment, Inc. contract for playground surfacing & installation/Dutch Jakes Park playground project \(\\$176,060.01, tax inclusive\) –](#)

Berry Ellison

5. AllPlay Systems, LLC contract for play equipment, surfacing, & installation / Grant Park playground project (\$98,004.79 tax inclusive) – Berry Ellison
6. Shamrock Paving, Inc. construction contract / Susie's Trail Pedestrian Pathway (\$194,076.00 plus tax) – Nick Hamad
7. Spokane County access road easement agreement / Fish Lake Trail (\$1,899.89 revenue) – Nick Hamad

**Discussion items:**

1. Lincoln Park natural land protection - Spokane Urban Nature presentation (no cost) – Karen Mobley / Nick Hamad

**Standing Report Items:**

**Adjournment**

Agenda Subject to Change

<p><b>AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:</b> 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 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or <a href="mailto:dross@spokanecity.org">dross@spokanecity.org</a>. 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.</p>
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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> May 5, 2023	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.724.3639	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	ref - OPR 2022-0137		
<b>Master Plan Goal, Objective, Strategy</b> (click for link to adopted plan)	Goal B, Obj. 1, (dog park)	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Resolution selecting Upriver Park as the location for a new community dog park & accepting ownership of a new neighborhood dog park at 2616 E. 63rd Ave / Upriver Park (no cost)		
<b>Begin/end dates</b>	Begins: 05/11/2023	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Parks and SPS have been working collaboratively to determine the location of an 'Official South Hill Dog Park', since an unofficial dog park was displaced by the construction of Carla Peperzak middle school on Spokane's Upper South Hill. Per the MOU, dog park improvements are to be funded by Spokane Public Schools.</p> <p>Over the past 12 months, a citywide dog park study and a substantial public outreach effort determined 'Upriver Park' to be the most preferred location for a new community dog park. Recognizing Upriver Park is distant from the unofficial dog park location, SPS and Parks also desire to construct and maintain a new neighborhood dog park at 2616 E. 63rd Ave to provide some dog park service in the immediate vicinity where it was displaced.</p>			
<b>Motion wording:</b>			
Motion to adopt resolution selecting Upriver Park as the location for a community dog park and accepting ownership of a new neighborhood dog park at 2616 E. 63rd Ave.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:		Email address:	Phone:
<b>Distribution:</b>			
Parks – Accounting		Greg Forsyth (gregoryf@spokaneschools.org)	
Parks – Sarah Deatrach		Shawn Jordan (ShawnJ@spokaneschools.org)	
Requester: Nick Hamad		Garrett Jones	
Grant Management Department/Name:		Marlene Feist	
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
N/A		N/A	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input 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  
PARK BOARD RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE,

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

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

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

Attest:

\_\_\_\_\_  
Park Board President  
Approved as to form:

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

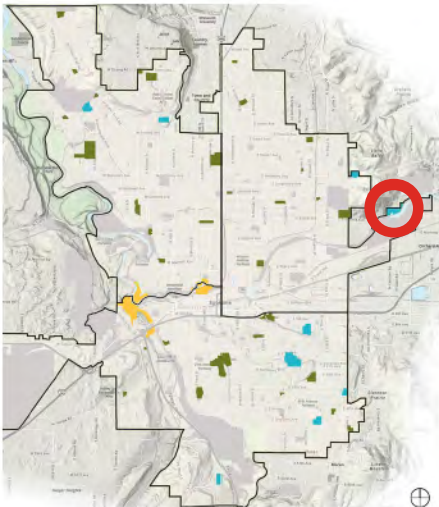
\_\_\_\_\_  
Assistant City Attorney

# Option Upriver Park

Size: 7.5 - 9 acres

Character: Flat, Natural, Treed

Location: Along Upriver Drive



Location

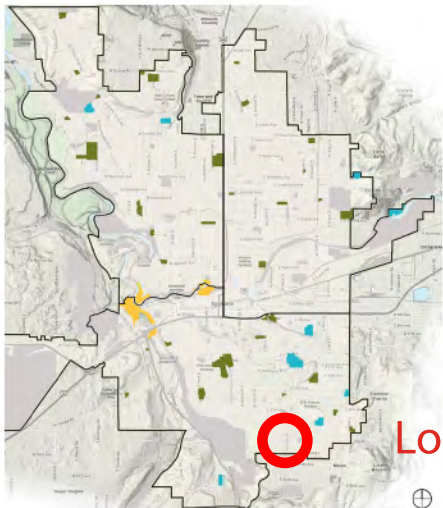


# Option Mullan Road

Size: 1.8 acres

Character: Flat, Urban, Accessible

Location: 63rd & Regal



Mullan Road Elementary

63rd ave.

Mullan Road Neighborhood  
Dog Park Area

s. Regal st.





## Hamad, Nicholas

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**From:** chris@evergreeneast.org  
**Sent:** Friday, April 21, 2023 4:48 PM  
**To:** Hamad, Nicholas  
**Cc:** Griffith, Ryan  
**Subject:** Re: Dog Park at Shields Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Nick,

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

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Thank you,

Chris Conley

President - Evergreen Mountain Bike Alliance Eastern Washington Chapter

Email: chris@evergreeneast.org

Cell: (310) 980-5804

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

Respectfully, Robin Redman

## Hamad, Nicholas

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**From:** Robin Redman <robin.l.redman@gmail.com>  
**Sent:** Monday, April 24, 2023 4:23 PM  
**To:** Hamad, Nicholas  
**Subject:** Re: Dog Park at Shields Park  
**Attachments:** Potential Dog Park Area\_Upriver Park.pdf; Dog Park & Shields Vicinity Map.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hey Nick,

I'm honored that you would reach out and include me in the conversation about the dog park at Shields Park. Apologies for a delay in my response. I wanted to get out to the area to experience it prior to offering any commentary.

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

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

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

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

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

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

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

This project continues to be absolutely awesome!

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

Respectfully, Robin Redman

## Hamad, Nicholas

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**From:** Minnehaha Chair <chair.minnehaha@gmail.com>  
**Sent:** Tuesday, April 25, 2023 5:26 PM  
**To:** Hamad, Nicholas  
**Subject:** Dog Park Support

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To our City of Spokane Park Board Members,

Residents in the Minnehaha Neighborhood are in agreement and support the proposed location on Upriver drive for a new dog park. Many of our residents own dogs and agree that it would be a great addition to the area. We are hopeful that in your development plans you will leave many of the trees in order to keep the natural area feel both Minnehaha Park and Camp Sekani provide and continue to give the neighbors that are on the back side and next door to the proposed site their privacy and some shelter/buffer zone to keep their property from being exposed to park users and barking pets.

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

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

## Hamad, Nicholas

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**From:** Jeffrey Mergler <jeffreymergler@gmail.com>  
**Sent:** Monday, May 1, 2023 11:12 AM  
**To:** Hamad, Nicholas  
**Subject:** Re: Dog Park at Shields Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

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

Jeff Mergler  
MTB chair, SMI





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

**CONTRACT AMENDMENT/EXTENSION**

Title: **CITYWIDE DOG PARK SITE  
SELECTION & DESIGN SERVICES**

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

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

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

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE DATE.**

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

**3. ADDITIONAL WORK.**

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

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$18,500.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.



# AUTHORIZATION FOR ADDITIONAL SERVICES



**TO:** Nick Hamad, Acting Park Planning and Development Manager  
City of Spokane Parks & Recreation  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**EMAIL:** nhamad@spokanecity.org

**DATE:** April 6, 2023  
**PROJECT NO.:** 2220184.10, Task 11  
2220184.40, Tasks 46 & 47  
**PROJECT NAME:** City of Spokane Citywide Dog Park Guidelines  
**SUBJECT:** Community Dog Park Concept Designs

**SERVICES PROVIDED:**

Civil Engineering     Structural Engineering     Land Use Planning     Landscape Architecture     Land Surveying

**DESCRIPTION OF WORK:**

The following additional services have been requested:

***Civil Engineering – 2220184.10***

Upriver Drive Schematic Design – Task 11

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

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

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

***Landscape Architecture – 2220184.40***

County Pit Site Concept Design – Task 46

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

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





Upriver Drive Schematic Design – Task 47

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

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

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

**BILLING SUMMARY:**

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



**AGREEMENT:**

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

**Client Purchase Order No:** \_\_\_\_\_

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

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

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

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

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

**Date:** 4/6/2023

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

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

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

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

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

CDA/EMF/Isk

c: Erick Fitzpatrick, Accounting - AHBL

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> May 5, 2023	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.724.3639	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (click for link to adopted plan)	Goal B, Obj. 1 (biking) Goal B, Obj. 2, (trails)	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	AHBL, Inc. Architecture & Engineering contract / Make Beacon Hill Public phase 2 / Upriver & Camp Sekani Parks (\$309,840.00, non-taxable service)		
<b>Begin/end dates</b>	Begins: 05/11/2023	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Contract with the AHBL, Inc. for Architecture, Engineering and Permitting services for the 'Make Beacon Hill Public - Phase 2' project. Project scope includes the detailed design, engineering, permitting, construction documentation, bid support for the major renovation of two trailheads serving the Beacon Hill recreation area. Services contracted include Tasks 1-10, per consultant proposal dated May 2, 2023. Task 11 (construction administration) is not included in this contract, but is anticipated to be added at the time of construction.</p> <p>AHBL, Inc. was selected as the most highly qualified consultant by review committee through RFQu 2865-23.</p> <p>The Make Beacon project is funded by a combination of City &amp; County Park funds, a WA State RCO grant, and private donations.</p>			
<b>Motion wording:</b>			
Motion to approve contract with AHBL, Inc. for the Citywide dog park site selection and design services in the amount of \$309,840.00, non-taxable service.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: AHBL, Inc.			
Name: Craig Anderson		Email address: canderson@AHBL.com	Phone: 509.321.9388
<b>Distribution:</b>			
Parks – Accounting		Garrett Jones	
Parks – Sarah Deatrich		canderson@spokanecity.org	
Requester: Nick Hamad		JNEFF@SpokaneCounty.org	
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$309,840.00		Budget code: 1950-54920-94000-48082	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input type="checkbox"/> UBI:                      Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



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

**CITY OF SPOKANE**  
**NOTICE OF INTENT TO AWARD**

April 19, 2023

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

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

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

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

Respectfully,

Connie Wahl, C.P.M., CPPB  
Senior Procurement  
Specialist  
City of Spokane Purchasing

Exhibit A



May 2, 2023

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

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

Dear Nick:

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

**Assumptions:**

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

*Civil Engineers*

*Structural Engineers*

*Landscape Architects*

*Community Planners*

*Land Surveyors*

*Neighbors*

*SPOKANE*

601 West Main Avenue

Suite 305

Spokane, WA 99201-0613

509.252.5019 TEL

[www.ahbl.com](http://www.ahbl.com)



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

Our scope of services is listed below.

#### Pre-Design Phase – Task 01

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

#### Schematic Design (30%) – Task 02

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



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

#### Design Development (60%) – Task 03

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



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





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

#### Construction Documents (90%) – Task 04

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



#### Bid Documents (100%) – Task 05

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

#### Bid Administration Services – Task 06

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

#### Geotechnical Review – Task 07

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

#### Environmental Permitting – Task 08

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



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

#### Pedestrian Assessment / Pedestrian Beacons (Optional) – Task 09

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

#### Interpretive Panel Design and Graphics (Optional) – Task 10

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

#### Construction Administration Services (Optional) – Task 11

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



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

Reimbursable Expenses – Task 90

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



### Billing Summary

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

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

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

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



## **Exclusions**

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

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



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

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

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

Sincerely,

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

CDA/Isk

c: Erick Fitzpatrick - AHBL  
Accounting

Attachments:

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

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# AHBL, INC. PROFESSIONAL SERVICES AGREEMENT



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

The Client and Consultant agree as follows:

1. **SERVICES.** The Consultant will perform for the Client the services outlined in the Consultant's proposal letter dated **May 2, 2023**, which is incorporated into this Agreement. Said services will commence upon receipt of a signed copy of this Agreement.

This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.

2. **COMPENSATION FOR SERVICES.** The Client shall pay to the Consultant, as compensation for the services, the amounts as identified in the proposal letter referred to in Paragraph 1. For projects that include time and expenses charges, a schedule of charges can be provided upon request.

3. **REIMBURSABLE EXPENSES.**

3.1 Reimbursable Expenses, surcharged by fifteen percent (15%), are in addition to compensation for Services and include expenses incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses.

3.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approvals of authorities having jurisdiction over the Project.

3.1.2 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

3.1.3 Expense of renderings, models, and mock-ups requested by the Client.

3.1.4 Reprographics, copy expenses, and other expenses connected with the project.

4. **BILLING AND PAYMENT.**

4.1 **Initial Payment.** The Client shall make an initial payment of **zero and no** hundredths dollars (**\$0.00**) upon execution of this Agreement. This payment shall be applied against the final invoice. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Client has secured project financing or the Client has received payment from its client, as the case may be.

4.2 **Interest.** If payment is not received by the Consultant within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one and one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.

4.3 **Suspension or Termination of Service.** If the Client fails to pay amounts within sixty (60) calendar days of the date of the invoice, this shall constitute a material breach of this Agreement, and the Consultant may, at any time, and without waiving any other rights against the Client and without thereby incurring any liability whatsoever to the Client, suspend services under this Agreement or terminate this Agreement. The Client agrees to release the Consultant from any consequences of such suspension or termination of services due to the Client's non-payment of the Consultant's fees.

4.4 **Set-offs, Backcharges, Discounts.** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client. Payment is due regardless of suspension or termination of this Agreement by either party. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than sixty (60) calendar days after date of invoice.

5. **TERMINATION.** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon termination, Consultant shall be compensated for all services performed to the date of receipt of notice of termination, plus reimbursable expenses then due, plus reasonable additional expenses that may be incurred in the closing of the project records and project activities.

6. **OWNERSHIP OF DOCUMENTS.** Plans, reports, and specifications are instruments of service and shall remain the property of Consultant, whether the project for which they are made is executed or not. The Consultant shall retain all ownership rights, including the copyright. Submission to public agencies and Project contractor(s) shall not be deemed publication in derogation of the Consultant's retained rights. The Client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.

6.1 **Electronic Media.** The Client may retain copies of drawings, reports, and/or specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify, and hold harmless the Consultant from any and all claims resulting from use or reuse of, or changes to, the electronic media by the Owner or the Owner's transferee.



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

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

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

9. DISPUTES.

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

10. SPECIAL PROVISIONS.

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

11. MISCELLANEOUS PROVISIONS.

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

Client

**CITY OF SPOKANE PARKS AND RECREATION**

**AHBL, INC.**  
 Civil & Structural Engineers - Landscape Architects -  
 Community Planners - Land Surveyors  
 2215 North 30th Street, Suite 300  
 Tacoma, WA 98403  
 (253) 383-2422

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

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

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

By: \_\_\_\_\_  
 Principal in Charge

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

(AHBL File No. 2230263.10/.40)

## Design Phases: Deliverables List

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

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

**Permits:**

Spokane County

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

City of Spokane

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

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

5/2/2023

Work Task	Total Task Cost (\$)	Total Task Hours	Admin		Civil Engineering							Landscape Architecture						
			WP	EF Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	CDA DLA	KKC SLA	LA2	LA1	MHR / SJ LD3	HMS LD2	AEG LD1	
Monthly Summaries (2 months)	\$660.00	4.00			2								2					
Subconsultant Management	\$960.00	6.00										4	2					
Site Visit	\$2,535.00	18.00			3		3					3	3	3	3			
RCO Grant review	\$495.00	3.00			1							1	1					
Review existing plans, prepare memo	\$1,550.00	10.00			2		2					2	4					
Opportunities and constraints memo	\$925.00	6.00			1		1					1	3					
City kickoff meeting	\$990.00	6.00			2							2	2					
Pre-dev conferences (2)	\$990.00	6.00			2							2	2					
Design Schedule / Project Management	\$2,430.00	14.00		2	4							2	6					
	\$0.00	0.00																
	\$0.00	0.00																
<b>Total TASK 1 Pre-Design Phase</b>	<b>\$11,535.00</b>	<b>73.00</b>	<b>0.00</b>	<b>2.00</b>	<b>17.00</b>	<b>0.00</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17.00</b>	<b>25.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00</b>
<b>Billing Rate</b>			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr	
Task Total - Civil	\$ 4,320.00		\$ -	\$ 480.00	\$ 3,060.00	\$ -	\$ 780.00	\$ -	\$ -	\$ -	\$ 2,805.00	\$ 3,750.00	\$ -	\$ -	\$ 345.00	\$ 315.00	\$ -	
Task Total - Landscape	\$ 7,215.00																	
Task Total - Structural	\$ -		hrs / wk	0	2	0	0	0	0	0	1	1	0	0	0	0	0	
L&S Engineering	\$ 603.75																	
Subconsultant - 02																		
Subconsultant - 03																		
Subconsultant - 04																		
<b>TASK 1 Pre-Design Phase</b>	<b>\$ 12,138.75</b>																	

Work Task	Total Task Cost (\$)	Total Task Hours	Admin		Civil Engineering							Landscape Architecture						
			WP	EF Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	CDA DLA	KKC SLA	LA2	LA1	MHR / SJ LD3	HMS LD2	AEG LD1	
Monthly Summaries (3 months)	\$990.00	6.00			3							3						
Subconsultant Management	\$2,580.00	17.00									2	15						
Bi-Weekly Meetings w/ City	\$6,210.00	38.00		2	6						10	20						
Prepare Base Maps & Sheets	\$2,515.00	23.00					4		4							15		
Cut/Fill Volume Estimates	\$1,300.00	10.00					10											
Trailhead Site Layouts w/ Options	\$5,190.00	40.00			1						4	15				20		
Preferred Site Layouts	\$5,360.00	44.00					2		8		4	10				20		
Site Design and Site Plans	\$1,630.00	12.00			2		4		4		2							
Grading and Drainage Plan	\$2,950.00	23.00		1	2		10		10									
Water Plans	\$1,720.00	14.00			2		4		8									
Trail Details	\$2,085.00	18.00			1						2					15		
Existing restroom renovation or replacement bul	\$825.00	7.00										2				5		
Playground supplier and equipment	\$825.00	7.00										2				5		
Safety surfacing options	\$300.00	2.00										2						
Rendered Site Plan	\$3,780.00	32.00									2					30		
Concept Option Meeting w/ City Staff	\$930.00	6.00									2	4						
Preliminary Engineer's Estimate	\$3,630.00	27.00					8				2	5				10		
Community & Stakeholder Meeting Exhibits	\$740.00	6.00									1					5		
Community Meeting	\$990.00	6.00			2						2	2						
Stakeholder Meeting	\$1,440.00	9.00			1						4	4						
Meeting Minutes	\$465.00	3.00									1	2						
	\$0.00	0.00																
	\$0.00	0.00																
<b>Total TASK 2 Schematic Design (30%)</b>	<b>\$46,455.00</b>	<b>350.00</b>	<b>0.00</b>	<b>3.00</b>	<b>22.00</b>	<b>0.00</b>	<b>42.00</b>	<b>0.00</b>	<b>34.00</b>	<b>0.00</b>	<b>38.00</b>	<b>86.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45.00</b>	<b>80.00</b>	<b>0.00</b>	
<b>Hourly Rate</b>			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr	
Task Total - Civil	\$ 13,710.00	\$ 10,140.00	\$ -	\$ 720.00	\$ 3,960.00	\$ -	\$ 5,460.00	\$ -	\$ 3,570.00	\$ -	\$ 6,270.00	\$ 12,900.00	\$ -	\$ -	\$ 5,175.00	\$ 8,400.00	\$ -	
Task Total - Landscape	\$ 32,745.00																	
Task Total - Structural	\$ -		hrs / wk	0	3	0	5	0	4	0	5	11	0	0	6	10	0	
L&S Engineering	\$ 2,625.00																	
Subconsultant - 02																		
Subconsultant - 03																		
Subconsultant - 04																		
<b>TASK 2 Schematic Design (30%)</b>	<b>\$ 49,080.00</b>																	

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

5/2/2023

Work Task	Total Task Cost (\$)	Total Task Hours	Civil Engineering										Landscape Architecture						
			Admin	EF Civil PIC	PM	PE4	PE3	PE2	Tech 2	Tech 1	CDA DLA	KKC SLA	LA2	LA1	MHR / SJ LD3	HMS LD2	AEG LD1		
<b>TASK 3 Design Development (60%)</b>			WP																
Monthly Summaries (3 months)	\$990.00	6.00			3								3						
Subconsultant Management	\$2,910.00	19.00											4	15					
Bi-Weekly Meetings w/ City	\$5,730.00	36.00			6								10	20					
General Sheets	\$1,765.00	16.00					1			4			1					10	
Overall Site Plan	\$1,110.00	10.00								4			1					5	
Site Design and Site Plans	\$6,220.00	60.00								8			2					30	20
Grading and Drainage Plan	\$2,010.00	16.00		1	2									1					
Drainage Report	\$2,300.00	18.00		1	1			8											
Water Plans	\$1,720.00	14.00			2		4			8									
Site and Hardscape Details	\$5,815.00	55.00											1	4				30	20
Trail Details	\$3,100.00	31.00												1				10	20
Utility Details	\$360.00	2.00			2														
	\$0.00	0.00																	
Plant palette exhibit	\$1,100.00	11.00												1					10
Planting Plans & Details	\$3,200.00	32.00												2				5	25
Irrigation Plan & Details	\$2,600.00	22.00												2					
Outline Specifications	\$9,230.00	62.00			10		20						2	30				20	
Update Color Site Plan Rendering	\$2,465.00	21.00											1					20	
3D Bird's eye perspectives (2)	\$4,930.00	42.00											2					40	
	\$0.00	0.00																	
	\$0.00	0.00																	
Updated Engineer's Estimate	\$5,200.00	43.00			2		10						1	5					25
	\$0.00	0.00																	
Community Meeting	\$1,290.00	8.00			2								2	4					
Stakeholder Meeting	\$495.00	3.00			1								1	1					
Meeting Minutes	\$300.00	2.00												2					
	\$0.00	0.00																	
	\$0.00	0.00																	
<b>Total TASK 3 Design Development (60%)</b>	<b>\$64,840.00</b>	<b>529.00</b>	<b>0.00</b>	<b>2.00</b>	<b>31.00</b>	<b>0.00</b>	<b>43.00</b>	<b>0.00</b>	<b>44.00</b>	<b>0.00</b>	<b>28.00</b>	<b>91.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80.00</b>	<b>115.00</b>	<b>95.00</b>		
<b>Hourly Rate</b>			\$90.00/hr	\$240.00/hr	\$180.00/hr	\$165.00/hr	\$130.00/hr	\$120.00/hr	\$105.00/hr	\$90.00/hr	\$165.00/hr	\$150.00/hr	\$135.00/hr	\$125.00/hr	\$115.00/hr	\$105.00/hr	\$95.00/hr		
Task Total - Civil	\$ 16,270.00			\$ 480.00	\$ 5,580.00		\$ 5,590.00		\$ 4,620.00		\$ 4,620.00	\$ 13,650.00			\$ 9,200.00	\$ 12,075.00	\$ 9,025.00		
Task Total - Landscape	\$ 48,570.00																		
Task Total - Structural	\$ -		hrs / wk	0	4	0	5	0	6	0	4	11	0	0	10	14	12		
L&S Engineering	\$ 2,625.00																		
Subconsultant - 02																			
Subconsultant - 03																			
Subconsultant - 04	\$ -																		
TASK 3 Design Development (60%)	\$ 67,465.00																		

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

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

5/2/2023

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

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

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

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

5/2/2023

**PROJECT SUMMARY**

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





Project: Make Beacon Hill Phase II Date: 28-Apr-23

Client: AHBL Job No.

By: Jessica Wagoner Fee Proposal: Electrical

Hourly Rates

Principal	\$175.00	Associate	\$140.00	Proj Mgr	\$130.00	Designer	\$110.00	CAD Tech	\$95.00
Task									
		Principal	Associate	Proj Mgr	Designer	CAD Tech	SUBTOTAL		
<b>DESIGN PHASE -</b>									
Initial coordination and project setup		1.0				2.0			\$365.00
Site investigation		4.0		4.0					\$1,220.00
Coordination meetings with Owner		2.0							\$350.00
Coordinate with Power Company to move lines		6.0							\$1,050.00
Coordinate with Power Company (2) 200A		6.0							\$1,050.00
Site Lighting Shields Park - photometrics		1.0		4.0					\$695.00
Site Lighting Camp Sekani Park - photometricx		1.0		4.0					\$695.00
Construction drawings		1.0		6.0		2.0			\$1,145.00
30/60/90/100% submittals				2.0		8.0			\$1,020.00
Cost estimates		4.0							\$700.00
Specifications		4.0							\$700.00
Consultant coordination		4.0							\$700.00
Bid document preparation and coordination		1.0		4.0		2.0			\$885.00
<b>BIDDING PHASE -</b>									
Bid support clarification & coordination				2.0					\$260.00
<b>CONSTRUCTION ADMIN. PHASE -</b>									
Submittal reviews				3.0					\$390.00
Construction progress observations (3)				6.0					\$780.00
RFIs				4.0					\$520.00
Final inspection				2.0					\$260.00
Misc Expenses									
<b>Task Totals</b>		<b>35.0</b>		<b>41.0</b>		<b>14.0</b>			
<b>Total Fee</b>									<b>\$12,785.00</b>

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

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

Craig Andersen, PLA, LEED AP  
AHBL, Inc.  
601 W. Main Avenue, Suite 305  
Spokane, WA 99201

May 1, 2023  
*Revised from April 26, 2023*

Proposal S-23325

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

Mr. Andersen,

Thank you for the opportunity to offer geotechnical services.

**Project:**

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

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

**Scope:**

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

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

We will characterize the subsurface conditions encountered, including:

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

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

[www.budingerinc.com](http://www.budingerinc.com)

## ***S23325 Make Beacon Hill Public – Phase 2, Spokane, WA***

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

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

### **Assumptions:**

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

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

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

### **Fees:**

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

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

Prepared by:  
Budinger & Associates, Inc.

Jason Pritzl, LG  
Lead Geologist

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

### **Attachments**

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



Geotechnical Engineering  
 Environmental Engineering  
 Construction Materials Testing  
 Subsurface Exploration  
 Special Inspection

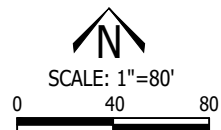
**Cost Estimate for Geotechnical Engineering Services**

**S23325 Make Beacon Hill Public - Phase 2**

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



● PROPOSED TEST BORING LOCATION



**EXPLORATION PLAN**

MAKE BEACON HILL PUBLIC - PHASE 2  
CAMP SEKANI PARK  
SPOKANE, WASHINGTON

**FIGURE EP.2**

PROJECT NUMBER S23325

DATE: 4/2023



# Important Information about This Geotechnical Engineering Proposal

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

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

## **Participate in Development of the Subsurface Exploration Plan**

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

## **Expect the Unexpected**

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

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

## **Have Realistic Expectations; Apply Appropriate Preventives**

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

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

### **Realize That Geoenvironmental Issues Have Not Been Covered**

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

### **Obtain Professional Assistance To Deal with Mold**

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

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

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

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

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

### **Read Responsibility Provisions Closely**

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

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

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



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Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

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## Ardurra Estimated OPINION OF FEES

### Beacon Hill Improvements

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

5/1/2023

Items	DESCRIPTION	TOTAL FEES
1	Project Management / Admin; and, Client Coordination.	\$2,520.00
2	SEPA checklist development and submittal to City/County and/or City and County.	\$3,120.00
3	Develop and submit a combined Habitat Management Plan / Shoreline Impact Assessment (HMP/SIA).	\$13,060.00
4	JARPA development and submittal to City and County for Shoreline Substantial Development Permits [SSDP](2).	\$3,180.00
5	Develop 2 Pedestrian Justification Assessments, including a design decisions matrix, for 2 proposed at-grade pedestrian crossings. From a design perspective, Ardurra will formulate and develop construction plans and essential specifications for 2 enhanced at-grade pedestrian crossings. Each crossing will be developed with ADA compliant designs and include Rectangular Rapid Flashing Beacons (RRFBs) with advanced warning and at-intersection signage and stripping per City and MUTCD standards. It is anticipated the RRFB's will be solar powered, with LED lighting and manual pedestrian actuation. Design iterations will include 60% and 95% plans for City & County reviews. Specifications will be geared to WSDOT 2023 standard specs. The Final (100% Bid Plan Set is anticipated to yield up to 6 sheets (up to 3 per location), with essential details and specifications noted on the plan sheets. Includes an Engineers Cost Opinion.	\$27,120.00
6	Permitting coordination with regulatory agencies (City and County Planning, WDFW, and DOE). This includes: working with the title company, preping and leading a community meeting, and attending one public meeting with the City Hearing Examiner.	\$10,080.00
7	Travel expenses (mileage @ \$0.655 per mile) + \$800 in estimated title company fees.	\$931.00
<b>Total Estimated Time and Materials Fees</b>		<b>\$60,011.00</b>
Items	JUSTIFICATION	Estimated Days
1	Provides Project Manager (PM) with 12 hours.	1.50
2	Provides PM with 8 hours and environmental planner with 12 hours.	2.50
3	Provides PM with 36 hours, drafter with 12 hours and environmental planner with 40 hours to development the combined HMP/SIA.	11.00
4	Provides PM with 6 hours and environmental planner with 16 hours for JARPA development and submittals.	2.75
5	Provides 24 hours for Bill White, 24 hours for Larry Frostad, P.E., 72 hours for Alex Jondal, P.E. and 72 hours for Conner Hansen, drafter to complete the Traffic Planning and	24.00
6	Provides PM with 48 hours in coordination time.	6.00
7	\$0.655 per mile for an estimated 200 miles & Title Company Ownership list & radius map.	N/A

City of Spokane to pay independently the SEPA/SSDP fees.

**Ardurra (formally T-O Engineers)**

1717 S. Rustle Street, Suite 201, SPOKANE, WA 99224

(509) 319-2580

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land	<b>Committee meeting date:</b> May 3, 2023	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509.625.6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B, Obj. 1 & Goal G, Obj. 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First
<b>Item title:</b> (Use exact language noted on the agenda)	Northwest Playground Equipment, Inc. contract for playground surfacing & installation/Dutch Jakes Park playground project (\$176,060.01, tax inclusive)		
<b>Begin/end dates</b>	Begins: 05/11/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Dutch Jakes Park Playground Renovation includes a replacing the temporary 4,030sf playground surface with a long-lasting, ADA compliant rubber product of uniform thickness and colored wearing top-course. Northwest Playground, Inc. offered a reasonable product cost with shipping &amp; installation through the NASPO Contract #6480 competitive process resulting in over \$13,000 in discounts.</p> <p>ARPA Funded per Ordinance C36163, passed on 1/3/2022.</p> <p>Note: This quote follows the NASPO Contract #6480 competitive process.</p>			
<b>Motion wording:</b>			
Move to approve Northwest Playground Equipment, Inc., contract for playground surfacing & installation for the Dutch Jakes Park playground in the amount of \$176,060.01 (tax inclusive) from Park funds and ARPA Funds.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Northwest Playground Equipment, Inc.			
Name: Chris Brummett		Email address: Chrisb@nwplayground.com	Phone: 509 520-6053
<b>Distribution:</b>			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		sales@nwplayground.com	
Requester: Berry Ellison		cstrong@spokanecity.org	
Grant Management Department/Name:		mmurray@spokanecity.org	
		tprince@spokanecity.org	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$176,060.01 (tax inclusive)		1425-88153-94760-56414-97248 (ARPA funds)	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<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:                      Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



# Northwest Playground Equipment, Inc.

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

## QUOTE

To: Spokane, City of

Re: Dutch Jakes

Bill To: 808 W Spokane Falls Blvd  
Spokane, WA 99201

Name: Berry Ellison  
Email: bellison@spokanecity.org

Quote # CB-4272023-00002817

Date: 04-27-2023

Quote Name: Dutch Jakes- Flexground PIP

Site Address: 701 N Chestnut Spokane WA

Phone: 509-625-6276

Cell:

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT

#### FlexGround

FlexGround Pour In Place	1	Poured-In-Place Rubber Surfacing. Provide & install 4084 Square Feet of Pour In Place safety surfacing. Wear Layer to be a 100% Color mix with Aliphatic Resin UNIFORM thickness of 3.5" (8' CFH max.) Wear course is to be 5/8" thick, created by a mixture of Standard 100% rubber particles and polyurethane binder. Price includes Offloading and Disposal of packaging. Freight Costs included.	\$136,309.32	\$136,309.32
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Equipment Subtotal (less tax): \$136,309.32

### CONTRACT DISCOUNT

FlexGround	NASPO - NASPO Value Point Cooperative Purchasing Discount: #6480	10%	(\$13,630.93)
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### FREIGHT

Equipment Total (less tax): \$122,678.39

### CERTIFIED INSTALLATION

Site Prep	1	Site Prep- • Mobilization of Equipment • Removal from play area and stock pile of EWF on site o To be disposed of by others • Provide and place 8" gravel base • Re-sod access path • Site clean up	\$34,140.00	\$34,140.00
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#### Davis Bacon

Performance Bond (If Required):

Credit Card Fee (If Required):

Location Code:

Resale Certificate Required for Tax Exemption:

Tax:

#### Installation Total:

3.0%

3.5%

9.00%

\$34,140.00

\$4,704.55

\$14,537.06

#### ORDER TOTAL:

\$176,060.01



## Northwest Playground Equipment, Inc.

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

### Acceptance of Proposal:

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

Christopher  
Brummett  
Sales Rep

Customer Signature

Date



# Northwest Playground Equipment, Inc.

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

Project Name: Dutch Jakes

Quote # CB-4272023-00002817

## TERMS AND CONDITIONS

### QUOTE CONDITIONS AND ACCEPTANCE:

***This quote is only valid for 10 days.***

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

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

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

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

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

### FREIGHT AND DELIVERY:

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

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* \_\_\_\_\_ (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

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

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* \_\_\_\_\_ (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

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

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

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

### TAXES:

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

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due

balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

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

### MAINTENANCE/WARRANTY:

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

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

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

### INSTALLATION: (if applicable)

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

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

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

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

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

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

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

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

### Acceptance of Terms & Conditions:

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

Christopher Brummett

Sales Rep

Customer Signature

Date

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land	<b>Committee meeting date:</b> May 3, 2023	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509.625.6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Obj. 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First
<b>Item title:</b> (Use exact language noted on the agenda)	AllPlay Systems, LLC contracts for play equipment, surfacing, & installation/Grant Park playground project (\$98,004.79 tax inclusive)		
<b>Begin/end dates</b>	Begins: 05/11/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Grant Park playground renovations include a renovated 2,827sf playground area with exciting new play equipment for children aged 2-12. The site will maintain existing site furnishings and ADA compliant walkways to/from the adjacent parking lot.</p> <p>The City worked with a qualified vendor for equipment, resilient surfacing, &amp; installation while utilizing a cost effective State contract for the best pricing available. The most qualified vendor is AllPlay Systems, LLC.</p> <p>Note: This quote follows the NASPO Contract #6480 competitive process.</p>			
<b>Motion wording:</b>			
Move to approve Allplay Systems, LLC. contract for play equipment, surfacing, & installation for the Grant Park playground project in the amount of \$98,004.79 (tax inclusive) from excess Riverfront redevelopment bond funds			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Allplay Systems, LLC			
Name: Danielle Patterson		Email address: danielle@allplaysystems.com	Phone: 360 808-5925
<b>Distribution:</b>			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		sales@nwplayground.com	
Requester: Berry Ellison		cstrong@spokanecity.org	
Grant Management Department/Name:		mmurray@spokanecity.org	
		tprince@spokanecity.org; dlarnold@spokanecity.org	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$ 98,004.79 (tax inclusive)		1425-88153-94760-56414-97248 (ARPA funds)	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<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: _____	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)
	Business license expiration date: _____		



**City of Spokane**  
**PUBLIC WORKS AGREEMENT**  
**Title: FABRICATE, DELIVER AND INSTALL PLAY-  
GROUND EQUIPMENT AT GRANT PARK**

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

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

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

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

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

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **FABRICATE, DELIVER AND INSTALL PLAYGROUND EQUIPMENT AT GRANT PARK.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s Quote Nos. WKB 3-31-23 and 4-2-23, attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders, subsurface boring logs (if any), and ARP/CSLFRF CFDA 21.027. In the event of a conflict between these documents, this Contract shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on May 11, 2023 and shall run through December 31, 2023. Project time of completion and working days in accordance with contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

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

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHTY-NINE THOUSAND NINE HUNDRED TWELVE AND 65/100 DOLLARS (\$89,912.65)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

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

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

9. STATE PREVAILING WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

10. RETAINAGE IN LIEU OF BOND. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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



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

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

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

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

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

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

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

performed the previous month.

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

17. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be

used. This Contract shall be construed neither in favor of nor against either party.

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

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

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

**ALLPLAY SYSTEMS, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A - Certification Regarding Debarment

Exhibit B - Contractor's Quote Nos. WKB 3-31-23 and 4-2-23

Attachment - ARP/CSLFRF CFDA 21.027

Attachment - General Terms and Conditions

22-088

## EXHIBIT A - CERTIFICATION REGARDING DEBARMENT

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

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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

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

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: *Darrell Patterson*  
 Title: *managing partner*  
 Date: *3/27/2023*

# EXHIBIT B - CONTRACTOR'S QUOTE

NOS. WKB 4-3-23 and WKB 4-19-23



ALL  
P.O. Box 1886  
Sequim, WA 98382

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

## Quotation

Lisa Patrick  
(509) 954-0835

Project: Spokane Grant Park EQUIPMENT wkb 4-3-23  
Date: 4/3/2023

Prepared for: Berry Ellison  
Quote valid until: 5/3/2023

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

Ship To:
Spokane Grant Park 1015 S. Arthur St. Spokane, WA 99202
Contact: Rock Wells Phone: 509-290-8596 Email: rock@mountainrockdc.com

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

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

Additional Info:

Installer will offload with coordinated delivery at job site.

Subtotal	\$56,365.45
Tax 9.0%	\$5,072.89
<b>Total</b>	<b>\$61,438.34</b>

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

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





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

# Quotation

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

Lisa Patrick  
 (509) 954-0835

Project: Spokane Grant Park Berliner INSTALL wkb 4-4-23  
 Date: 4/4/2023

Prepared for: Berry Ellison  
 Quote valid until: 5/4/2023

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

**Ship To:**  
 Spokane Grant Park  
 1015 S. Arthur St.  
 Spokane, WA 99202  
  
 Contact: Rock Wells  
 Phone: 509-290-8596  
 Email: rock@mountainrockdc.com

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

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

**Additional Info:**

State Prevailing Wages included as well as offloading, security fence and disposal of packaging and spoils. Existing equipment and EWF to be demo'd and removed from site.

Subtotal \$33,547.20  
 Tax 9.0% \$3,019.25  
**Total \$36,566.45**

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

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

## ATTACHMENT - ARP/CSLFRF CFDA 21.027

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

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

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

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

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

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

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

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

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

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the 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

*Danielle Patterson*  
Signature, Administrator, or Applicant Agency

3/27/23  
Date

*Danielle Patterson*  
*managing partner, Allplay Systems*  
print name and title

## ATTACHMENT GENERAL TERMS AND CONDITIONS

### **1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

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

### **2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

### **3. OWNERSHIP OF DOCUMENTS**

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

### **4. ACCEPTANCE PERIOD**

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

### **5. COSTS TO PROPOSE**

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

## **6. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## **7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

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

## **8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

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

## **9. NONDISCRIMINATION**

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

## **10. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## **11. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **12. ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

### **13. DISPUTES**

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

### **14. TERMINATION**

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

### **15. LIABILITY**

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

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

#### **16. INSURANCE COVERAGE**

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

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

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

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

#### **SPECIFIC GRANT RELATED LANGUAGE**

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.



- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

#### **18. CERTIFICATION REGARDING LOBBYING**

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

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

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

#### **19. DOMESTIC PREFERENCE**

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

## **20. CLEAN AIR ACT**

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

## **21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

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

## **22. MAINTENANCE OF RECORDS**

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

## **23. CONFERENCE ROOMS**

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

## **24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)**

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

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

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

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

**25. TITLE VI STATEMENT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title, Company

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> May 3, 2023	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B, Obj. 2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	Third
<b>Item title:</b> (Use exact language noted on the agenda)	Shamrock Paving, Inc. construction contract / Susie's Trail Pedestrian Pathway (\$194,076.00 plus tax)		
<b>Begin/end dates</b>	Begins: 05/11/2023	Ends: 05/01/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Contract with Shamrock Paving for 'base bid' scope of Susie's Trail project, constructing new pedestrian trail from Trinity Place to "D" Street per plans. This contract will not construct the entire trail but constructs as much trail as possible with the funding available.</p> <p>\$100,000 in project funding has been previously donated by Nancy Mackerrow. Additional park funds are required to match the donation and construct the first phase of installation.</p>			
<b>Motion wording:</b>			
Move to approve Shamrock Paving, Inc. construction contract for the Susie's Trail Pedestrian Pathway project in the amount of \$194,076.00 (plus tax).			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Chuck Green or designee			
Name: Shamrock Paving, Inc.		Email address: TBD	Phone: TBD
<b>Distribution:</b>			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		tprince@spokanecity.org	
Requester: Berry Ellison			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$194,076.00 (plus tax)		Budget code: 1950	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<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 Invitation To Bid

## Project Title: SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION

### SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on N/A at N/A. The location will be NO PRE-BID WILL BE HELD FOR THIS PROJECT.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 3:00 PM on APRIL 10, 2023 to NICK HAMAD at via email @ nhamad@spokanecity.org, Spokane, WA.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



# City of Spokane Invitation To Bid

## SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:

Name:	<u>NICK HAMAD</u>
Department:	<u>SPOKANE PARKS AND RECREATION</u>
Phone:	<u>509.363.5452</u>
Email:	<u>NHAMAD@SPOKANECITY.ORG</u>
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by August 30, 2023.
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$150.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
  - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
  - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
  - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
  - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



# City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. **PERFORMANCE BOND.** The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. **PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

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

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is April 10, 2023.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. **RETAINAGE.** Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
- a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
  - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
  - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



# City of Spokane Invitation To Bid

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## SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.  
Tree Work & Protection Zones, Project Specifications, Bid Proposal Form
3. SCOPE OF WORK.

### **BASE BID - Trail from Trinity to D:**

- Construct portion of Susie's Trail from Trinity Place to "D" Street. This includes all improvements shown on Sheet L102. Contractor shall also construct ADA curb Ramp on West Side of intersection of "D" Street & Woodland Blvd and install striping across "D" Street per plans.
- Contractor shall provide air spading and root pruning at excavation limits where excavation is planned within the dripline of existing trees.
- Contractor shall repair all turf and irrigation impacted by trail construction, actual locations to be determined in the field.

### **Alternate 1 - Trail from D to F:**

- Construct portion of Susie's Trail from "D" Street west to "F" Street. This includes all improvements shown on Sheet L101. Contractor shall also construct ADA curb Ramp on North side of Woodland Boulevard as shown on Sheet L601.

### **Alternate 2 - F Street Improvements:**

- -Construct portion of Susie's Trail from Trinity Place to "D" Street. This includes all improvements shown on Sheet L601.

### **NOTES:**





# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON  
 PROJECT NAME: SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION

**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:	\$ <u>194,076.00</u>		
SALES TAX ( <del>8.9%</del> (9.0%))	\$ <u>17,466.84</u>	ALTERNATE 1 - D to F (inc'l tax)	\$ <u>340,040.76</u>
TOTAL BASE BID PRICE:	\$ <u>211,542.84</u>		
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ <u>N/A</u>	ALTERNATE 2 - F St (inc'l tax)	\$ <u>98,666.80</u>
		Base + Alt 1+ Alt 2 (inc'l tax)	\$ <u>650,250.40</u>

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>SHAMRPC099LM</u>
U.B.I. Number	<u>328 031 141</u>
Washington Employment Security Department Number	<u>166243-00-2</u>
Washington Excise Tax Registration Number	<u>91-0598512</u>
City of Spokane Business Registration Number	<u>T12105428BUS</u>

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (  YES ) (  NO )

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) N/A and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (  YES ) (  NO )

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.

FIRM NAME: Shamrock Paving, Inc.  
 SIGNATURE: *Cheryl Lee*  
 TITLE: Chief Estimator PHONE: 509-244-2800  
 ADDRESS: PO Box 19263, Spokane WA 99219-9263



# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST Shamrock Paving, Inc.

PROJECT TITLE: SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Shamrock Traffic, Inc.

TYPE OF WORK/BID ITEM Traffic Control

AMOUNT \$ 39,190.00

CONTRACTOR'S REGISTRATION NO. SHAMRTI811CN

CONTRACTOR/SUPPLIER Northwest Fence Company, Inc.

TYPE OF WORK/BID ITEM Metal Handrail

AMOUNT \$ 37,208.00

CONTRACTOR'S REGISTRATION NO. NORTHFC110CZ

CONTRACTOR/SUPPLIER Clearwater Summit Group, Inc.

TYPE OF WORK/BID ITEM Landscaping

AMOUNT \$ 100,600.00

CONTRACTOR'S REGISTRATION NO. CLEARSG000KN

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

4/10/2023

Date

Signature of Authorized Representative

Chuck Green, Chief Estimator



# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST Shamrock Paving, Inc.

PROJECT TITLE: SUSIE'S TRAIL PEDESTRIAN PATHWAY CONSTRUCTION

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Five Star Concrete, Inc.

TYPE OF WORK/BID ITEM Concrete Ramps, Curb and Sidewalk

AMOUNT \$ 78,700.00

CONTRACTOR'S REGISTRATION NO. FIVESSC943OQ

CONTRACTOR/SUPPLIER Stripe Rite, Inc.

TYPE OF WORK/BID ITEM Pavement Markings

AMOUNT \$ 3,700.00

CONTRACTOR'S REGISTRATION NO. STRIPRI121JM

CONTRACTOR/SUPPLIER The FA Bartlett Tree Expert Co

TYPE OF WORK/BID ITEM Tree Pruning, Tree Protection and Tree Remova

AMOUNT \$ 22,875.00

CONTRACTOR'S REGISTRATION NO. FABARBT921MW

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

4/10/2023

Date

Signature of Authorized Representative

Chuck Green, Chief Estimator





CITY OF SPOKANE

FISH LAKE TRAIL

PROPOSED EASEMENT  
LOCATION

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



Spokane County IT, Spokane County, Public Works



Notice: This is not a legal document. Data depicted on this map is general & subject to constant revision. It is intended for reference only. Legal documents should be obtained from the appropriate agency.



0 110 220 440 ft

Scale: 1:1,800

Date: 3/21/2023



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

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

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

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

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Patrick Recke". The signature is written in a cursive style with a horizontal line underneath it.

Spokane County Right of Way Agent





**SPOKANE COUNTY  
PUBLIC WORKS DEPARTMENT**

**REAL PROPERTY VOUCHER**

<b>AGENCY NAME</b>  <b>SPOKANE COUNTY PUBLIC WORKS DEPARTMENT</b> 1026 West Broadway Avenue Spokane, WA 99260-0170					I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against Spokane County, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.				
City of Spokane  City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201-3333					<b>SIGNATURE (IN INK) FOR EACH CLAIMANT</b>  <b>CITY OF SPOKANE</b>  <b>X</b>  BY:			<b>DATE</b>   	
<b>PROJECT NO. AND TITLE</b> CRP 3258 - Fish Lake Wetland Mitigation									
Federal Aid No.:		PARCEL NO.  <b>24333.9015</b>		MAP NO.  N/A	<b>X</b>				
CRAB-RAP No.:									
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:					AOS APPROVAL DATE  <b>03.30.2023</b>		<b>\$ AMOUNT</b>		
<b>Access Road Easement</b>									
<b>LAND AND EASEMENTS:</b> Access Road Easement 3,983 sf x \$0.53 per sf x 90%					1899.89				
					+		<b>\$1,899.89</b>		
<b>IMPROVEMENTS:</b>									
					+				
<b>DAMAGES:</b> Cost to Cure Proximity Land									
					+				
					+				
<b>SPECIAL BENEFITS</b>									
<b>JC (Just Compensation) Amount</b>							<b>\$1,900.00 (rounded)</b>		
<b>REMAINDER:</b> Uneconomic Remnant Excess Acquisition									
					+				
					+				
<b>DEDUCTIONS:</b> Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other									
<b>ADMINISTRATIVE SETTLEMENT</b>							+		
<b>STATUTORY EVALUATION ALLOWANCE</b>							+		
<b>ESCROW FEE</b>							+		
<b>REAL ESTATE EXCISE TAX</b>							+		
<b>OTHER:</b>									
							+		
PARCEL NO.	JOB NUMBER WORK ORDER    GROUP		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS	
Performance Bond			B/S Account-A592						
					<b>TOTAL -----&gt;</b>				
<b>ACQUISITION AGENT</b>					<b>DATE</b>		<b>Voucher No.</b>		<b>TOTAL AMOUNT PAID</b>  <b>\$1,900.00 (rounded)</b>
<b>AUTHORIZED AGENT FOR SPOKANE COUNTY ENGINEERS</b>					<b>DATE</b>		<b>Warrant No.</b>		



**After Recording Return To:**

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

Document Title: Easement  
Grantor(s): Government, City of Spokane  
Grantee: Government, County of Spokane  
Abbreviated Legal Description: Ptn of SW1/4 of Section 33, Township 24 North, Range 42 East, W.M.  
Additional Legal Description: See Page 8  
Assessor's Tax Parcel No(s): Portion of 24333.9015

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

SPOKANE COUNTY PUBLIC WORKS  
Spokane County, Washington

**ACCESS ROAD EASEMENT**

IN THE MATTER OF Fish Lake Wetland Mitigation

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

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

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

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

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

3. **DAMAGE.** Grantee agrees to repair any damage or to compensate Grantor for any damage to Grantor’s property, including the Easement and the Grantor’s Property adjacent to it that may be caused by the Grantee’s exercise of the rights granted herein.

4. **LOCATION AND AMENDMENT OF EASEMENT.** The Parties acknowledge that the exact locations and alignment of the Easement for the access road to be constructed within the Easement are, as of the Effective Date of this Easement, unknown. Prior to commencing initial construction under this section, the Grantee shall coordinate with the Grantor to ensure a mutually agreed upon alignment that generally follows the alignment depicted in Exhibit “A,” the approval of which shall not be unreasonably withheld.

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

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

6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the right to grant this easement and the rights described here.

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

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

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

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

8. **ASSIGNMENT.** The Grantee may assign this Easement in whole or in part to any Public Agency as defined by RCW 42.56.010.

9. **MODIFICATION.** No modification or amendment to this Easement shall be valid until the same is reduced to writing and executed with the same formalities as this present Easement.

10. **VENUE STIPULATION.** This Easement has and shall be constructed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Easement of any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. **WAIVER.** No officer, employee, agent or otherwise of Grantee or Grantor has the power, right or authority to waive any of the conditions or provisions to this Easement. No waiver of any

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

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

**For Grantee:**

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

**For Grantor:**

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

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

14. **SEVERABILITY.** If any portion of this Easement should become invalid or unenforceable, the remainder of the Easement shall remain in full force and effect.







**EXHIBIT “A”**  
**LEGAL DESCRIPTION OF GRANTOR’S PROPERTY**

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

**EXHIBIT "A"**

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

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

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

Thence, along the south section line of said Section 33, N87°39'53"E 774.24 feet to the easterly boundary line of the City of Spokane parcel number 24333.9015, monumented with a 5/8" rebar with a yellow plastic cap marked T-O ENGINEERS PLS 57444;

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

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

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

Thence along said westerly line, N20°25'50"E 42.73 feet;

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

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

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

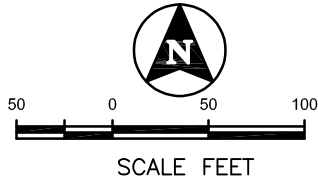
**CONTAINING:** 3,983 Square Feet.

**EXHIBIT B:** attached and made a part hereof.

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



A handwritten signature in black ink, appearing to read "B. McCluer".

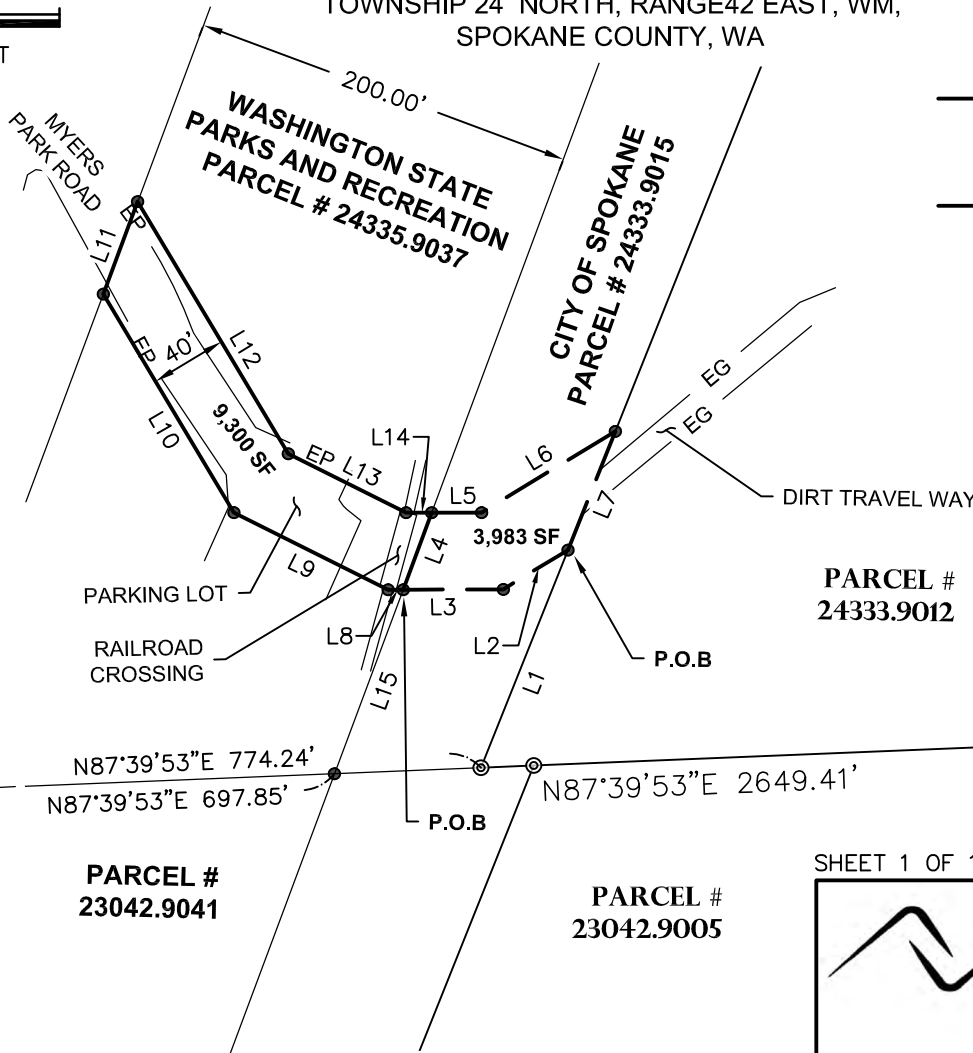


## EXHIBIT B

### ACCESS EASEMENT LEGAL DESCRIPTION EXHIBIT

LOCATED IN A PORTION OF SECTION 33,  
TOWNSHIP 24 NORTH, RANGE 42 EAST, WM,  
SPOKANE COUNTY, WA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°45'49"E	122.05'
L2	S58°42'07"W	39.47'
L3	S89°49'48"W	52.16'
L4	S20°25'50"W	42.73'
L5	N89°49'48"E	25.99'
L6	S58°42'07"W	81.53'
L7	S21°45'49"W	66.56'
L8	S89°49'48"W	7.83'
L9	N63°26'13"W	89.76'
L10	N30°50'59"W	132.56'
L11	N20°25'50"E	51.27'
L12	S30°50'59"E	152.94'
L13	S63°26'13"E	68.56'
L14	N89°49'48"E	13.36'
L15	N20°25'50"E	102.24'



#### LEGEND

- ACCESS EASEMENT LINE THROUGH PARCEL NUMBER 24333.9015
- ACCESS EASEMENT LINE THROUGH PARCEL NUMBER 24335.9037
- CALCULATED POINT NOTHING SET
- ⊙ 5/8" REBAR AND CAP

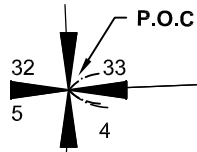
#### ABBREVIATIONS

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SF SQUARE FEET

#### 1/4 SECTION CORNER

FOUND BASALT ROCK WITH SCRIBED X ON TOP

#### SECTION CORNER



FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED JPRA

SHEET 1 OF 1



1717 S. RUSTLE STREET, SUITE 201  
SPOKANE, WA 99224  
509-319-2580 | WWW.ARDURRA.COM

E-FILE: N:\210243\LEGAL EXHIBIT.DWG

DATE: 03/28/2023

JOB: 210243

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

PARCEL A:

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

AFFECTS PARCELS 23042.9004 AND 23042.9005

PARCEL B:

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

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

AFFECTS PARCELS 23042.9007 AND 23043.9011

PARCEL C:

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

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

AFFECTS PARCELS 24333.9007, 24333.9012, AND 24333.9013

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

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

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

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

Check box if partial sale, indicate % \_\_\_\_\_ sold.

List percentage of ownership acquired next to each name.

## 1 Seller/Grantor

Name City of Spokane, a Washington Municipal Corporation

Mailing address 808 W Spokane Falls Blvd

City/state/zip Spokane, WA 99201-3333

Phone (including area code) \_\_\_\_\_

3 Send all property tax correspondence to:  Same as Buyer/Grantee

Name Same as Grantor (1)

Mailing address \_\_\_\_\_

City/state/zip \_\_\_\_\_

4 Street address of property Address Unknown Spokane, WA

This property is located in Spokane County *(for unincorporated locations please select your county)*

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

SEE ATTACHED LEGAL DESCRIPTION

5 91 - Undeveloped land (land only)

Enter any additional codes \_\_\_\_\_  
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?  Yes  No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? **If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)**  Yes  No

6 Is this property designated as forest land per RCW 84.33?  Yes  No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?  Yes  No

Is this property receiving special valuation as historical property per RCW 84.26?  Yes  No

If any answers are yes, complete as instructed below.

### (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below**. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land:  does  does not qualify for continuance.

Deputy assessor signature \_\_\_\_\_ Date \_\_\_\_\_

### (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below**. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

### (3) NEW OWNER(S) SIGNATURE

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Print name \_\_\_\_\_ Print name \_\_\_\_\_

## 8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent \_\_\_\_\_

Name (print) \_\_\_\_\_

Date & city of signing \_\_\_\_\_

Signature of grantee or agent \_\_\_\_\_

Name (print) \_\_\_\_\_

Date & city of signing \_\_\_\_\_

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

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

## 2 Buyer/Grantee

Name Spokane County, a political subdivision of the State of Washington c/o Right of Way Section

Mailing address 1026 West Broadway Avenue

City/state/zip Spokane, WA 99260-0170

Phone (including area code) \_\_\_\_\_

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
<u>24333.9015 - (easement only)</u>	<input type="checkbox"/>	<u>\$ 100.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>

## 7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.

WAC number (section/subsection) 458-61A-205(2)

Reason for exemption \_\_\_\_\_

Government Seller

Type of document Access Road Easement

Date of document \_\_\_\_\_

Gross selling price	<u>1,900.00</u>
*Personal property (deduct)	<u>0.00</u>
Exemption claimed (deduct)	<u>1,900.00</u>
Taxable selling price	<u>0.00</u>
Excise tax: state	
Less than \$500,000.01 at 1.1%	<u>0.00</u>
From \$500,000.01 to \$1,500,000 at 1.28%	<u>0.00</u>
From \$1,500,000.01 to \$3,000,000 at 2.75%	<u>0.00</u>
Above \$3,000,000 at 3%	<u>0.00</u>
Agricultural and timberland at 1.28%	<u>0.00</u>
Total excise tax: state	<u>0.00</u>
<b>0.0050</b> Local	<u>0.00</u>
*Delinquent interest: state	<u>0.00</u>
Local	<u>0.00</u>
*Delinquent penalty	<u>0.00</u>
Subtotal	<u>0.00</u>
*State technology fee	<u>5.00</u>
Affidavit processing fee	<u>5.00</u>
Total due	<u>10.00</u>

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**

\*SEE INSTRUCTIONS

**EXHIBIT "A"**

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

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

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

Thence along said westerly line, N20°25'50"E 42.73 feet;

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

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

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

**CONTAINING:** 3,983 Square Feet.

**EXHIBIT B:** attached and made a part hereof.

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



A handwritten signature in black ink, appearing to read "B. McCluer", written in a cursive style.

**Conservation issues within Spokane City Parks  
with special attention to Upper Lincoln Park and Underhill Park  
Presented Spokane Urban Nature (SUN) [sunspokane@gmail.com](mailto:sunspokane@gmail.com)**

The genesis of this document is the community response to the proposal to put a dog park at one of the three “natural lands” areas on the South Hill – Underhill Park, Upper Lincoln Park, and Hazel’s Creek Conservation area. We express our gratitude to the Park Board for voting to place the dog park elsewhere. We will focus here on the next steps.

**RECOMMENDATION ONE: WE REQUEST PROTECTION FOR UPPER LINCOLN AND UNDERHILL**

[SUN requests](#) that Upper Lincoln and Underhill undeveloped areas be placed into the “natural lands” classification to protect the property. Both properties meet the requirements as indicated on the attached map.

Quoting the Park Master Plan, “NATURAL LANDS function to protect environmentally sensitive features such as steep slopes, unstable soils, and riverfront areas that may restrict land use. Generally maintained in a natural state, the facilities preserve significant views and provide wildlife sanctuary. They are more than 25 acres and contain few amenities, though they may support outdoor and nature oriented recreational activities.”

This would protect the area from “development” by policy. The evolution of the natural land program should lead to policies to protect intact ecosystems regardless of the lack of deed restrictions and for smaller areas compared to the current 25-acre minimum size in the current Master Plan.

This could be done as an internal park board resolution or be pursued legally as a deed restriction for each park. The natural lands designation of Underhill and Upper Lincoln Parks should be permanent. The neighbors and larger community have worked with the Parks Department to prevent destruction of the natural areas in these two neighborhoods for years. Upper Lincoln could have been the site for the South Hill Senior Center and was pushed back by the neighborhood as early as the 1980’s. It is apparent that the desire to protect these parks is one that goes back generations.

In our discussion with the neighbors, they do not want development at either Underhill or in Upper Lincoln and they ask that it remain much as it is today. In our meetings, concerns were expressed that the habitat be protected, that there be no swimming in the pond (including dogs), and that dogs be walked on leash.

**THESE ARE SPECIAL PLACES FOR THE BIODIVERSITY OF PLANTS AND BIRDLIFE**

Lincoln Park is also home to several plants that are uncommon in other natural areas within the city. Bitterroot, thin-leaf lomatium and cut-leaf fleabane (*Lewisia rediviva*, *Lomatium linearifolium*, and *Erigeron compositus*) all thrive in the thin soil above the rock that occurs throughout upper Lincoln Park. These plants all grow extremely low to the ground and cannot



compete with taller plants that can grow in richer soil. On the other hand, camas, and glacier lilies (*Camassia quamash* and *Erythronium grandiflorum*) require the moist low pockets of rich soil that occur between the rocky portions of the park. While found in other undeveloped pockets of City of Spokane, glacier lilies are typically found at higher elevations in the mountains. These are only a few of the diverse plant species that occur in this space.

Here is one neighbor's birdwatching life list from Lincoln Park to provide example of what exists/ migrates through this unique area. Neighbors remind us that these areas provide key water supply and area for wildlife and birds moving in migration.

Belted Kingfisher	Lazuli Bunting
Bewick's Wren	Mallards
Black-Capped Chickadee	Merlin
Bohemian Waxwing	Mountain Chickadee
Brown-Headed Cowbird	Northern Flicker
California Quail	Pygmy Nuthatch
Calliope Hummingbird	American Raven
Canada Geese	Red-Breasted Nuthatch
Cedar Waxwing	Red Crossbill
Chipping Sparrow	Red-Winged Blackbird
Common Goldeneye	Red-Tailed Hawk
Cooper's Hawk	Ruby-Crowned Kinglet
American Crow	American Robin
Dark-Eyed Junco	Pileated Woodpecker
Eurasian Collared Dove	Song Sparrow
European Starling	Spotted Towhee
American Goldfinch	Townsend's Solitaire
Golden-Crowned Kinglet	Varied Thrush
Great Blue Heron	Violet-Green Swallow
Hooded Mergansers	Warbling Vireo
House Finch	White-Crowned Sparrow



Lazuli Bunting\*\*  
May 29, 2022



Merlin\*\*  
October 2, 2021



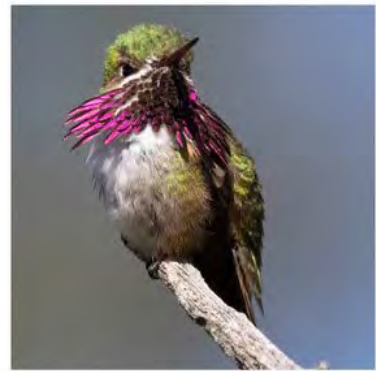
Belted Kingfisher\*  
March 19, 2021



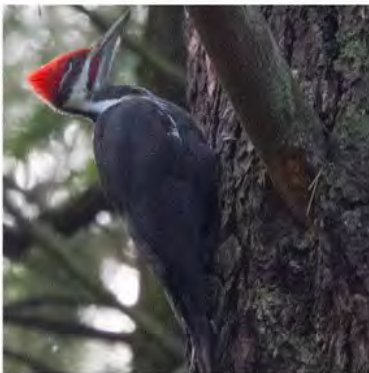
Varied Thrush†  
March 12, 2022



Warbling Vireo\*\*  
May 10, 2022



Calliope Hummingbird  
April 13, 2022



Pileated Woodpecker  
November 17, 2021



Red Crossbill  
March 2, 2022



Great Blue Heron  
March 29, 2022

\*First lifetime sighting at Lincoln Park

\*\*First and only lifetime sighting(s) at Lincoln Park

†Uncommon for Spokane

All photos taken at Upper Lincoln Park by Sheila Evans.

## **PRESERVATION OF LINCOLN AND UNDERHILL IS CONSISTENTLY SUPPORTED BY PLANS**

The Parks Master Plan Adopted Master Plan ([Adopted Master Plan \(spokanecity.org\)](http://spokanecity.org)) and the City of Spokane Sustainability Plan [Spokane Sustainability Action Plan - Final 2021 \(spokanecity.org\)](http://spokanecity.org) celebrate and encourage preservation of “natural areas” and open space. The native biodiversity, ecosystem services, sociocultural importance, and potential educational significance at sites like these are too valuable to risk losing. As Spokane continues to grow, the pressures of development will increase the potential impacts on remaining open spaces like Lincoln Park in our community. We cannot assume these wild places will remain protected into the future.

## **ONGOING EDUCATION OF THE COMMUNITY OF THE VALUE OF NATURE WITHIN THE CITY:**

Educators, nature aficionados and health experts all have studied the value of nature within urban environments. Places like Underhill and Lincoln Park may be the only natural land some residents ever experience. While these parks are thought of as neighborhood parks used by neighbors in Lincoln Heights, Southgate, and Comstock, maintaining access to these areas in a conservation status is imperative for those engaged in nature throughout the city.

The benefits of having intact ecosystems like Upper Lincoln Park are valuable in their proximity to schools for science and environmental education. Healthy lifestyle activities such as birdwatching, plant identification, walking and aesthetic appreciation are valuable.

Some outdoor education resources are noted here:

[Wild Washington program website](#)

[1<sup>st</sup> Grade Wild Washington Curriculum](#)

[State of Salmon Lesson Bundle](#)

## **RECOMMENDATION TWO: AS A NEXT STEP, WE ASK FOR ASSESSMENT/IDENTIFICATION AND POLICY FOR NATURAL LANDS IN THE SPOKANE PARKS SYSTEM**

While we know Upper Lincoln, Underhill and Hazel’s Creek are special, we know we need an assessment and inventory of ecologically important areas not only at Underhill and Lincoln Park but also for other Park lands and areas within the city. The assessment will provide the data for greater understanding of the “unique” ecological conditions of Park-owned lands that would be useful to prevent conflict in other areas. We need appropriate criteria to distinguish between land held in a natural state, and land requiring additional restriction to preserve unique features.

More work is necessary to meet the Master Plan's Natural Lands Goals. There needs to be more understanding of the natural lands inventory and its assets. Some could be implemented in a year or two and other policies might require inclusion in the 2027 Master Plan update. We believe that there is potential to have stewardship projects or property acquisition in the next Park Bond issue.

### **SUN WANTS TO HELP AND SUGGEST A STRUCTURE**

We recommend a standing or new “committee” that will be responsible for Natural Land program development and implementation to guide identification, stewardship, restoration, and monitoring of the natural areas as described in the Master Plan. We recommend refining natural land goals and refining the Natural Land policies and definitions.

Collaboration is a goal of the master plan - SUN would like to be part of this and collaborate also with the neighborhood organizations to strengthen the relationships and education.

### **WE ARE NOT ALONE IN OUR REQUEST**

These organizations have sent letters to the Park Board or passed resolutions from their group which you should have received through this process which began in October 2022.

Spokane Ponderosa

City of Spokane City Council Sustainability Action Subcommittee

Neighborhood Council Underhill

Neighborhood Council Lincoln Heights

Neighborhood Council Rockwood

Pacific Education Institute

[The Lands Council](#)

**Contact: Karen Mobley, 509 499 0784, [karen@karenmobley.com](mailto:karen@karenmobley.com)**

## **APPENDIX**

### **NOTES ON ATTACHED MAPS OF LINCOLN PARK - [Exhibit 1](#) and Prem Soil Map for Lincoln Park**

Attached is a PDF of the proposed boundary for the Lincoln Natural Lands. The method was to identify steep, wooded, wetlands and undeveloped areas of Lincoln Park and exclude the developed areas of Lincoln Park. The total area is just under 50-acres. The exact boundary should be determined as part of an ecological assessment as well as other considerations. The final boundary may reasonably be larger or smaller.

John W. Martin donated most of the designated area to the City of Spokane as recorded on June 19, 1912. Note that the lower Lincoln Park area was donated to the City by the Huttons whose spectacular mansion is situated just to the west of the park.

The upper area is very different in development, geology, and habitat value. The natural area geology is identified by the NRCS as Rocky-Fourmound complex with up to 15% slopes or Klickson-Speigle-Rock outcrop complex with 30-60% slopes (in other words, the cliffs). The lower Lincoln Park is Urban land - Springdale, disturbed complex with 8-15% slopes.

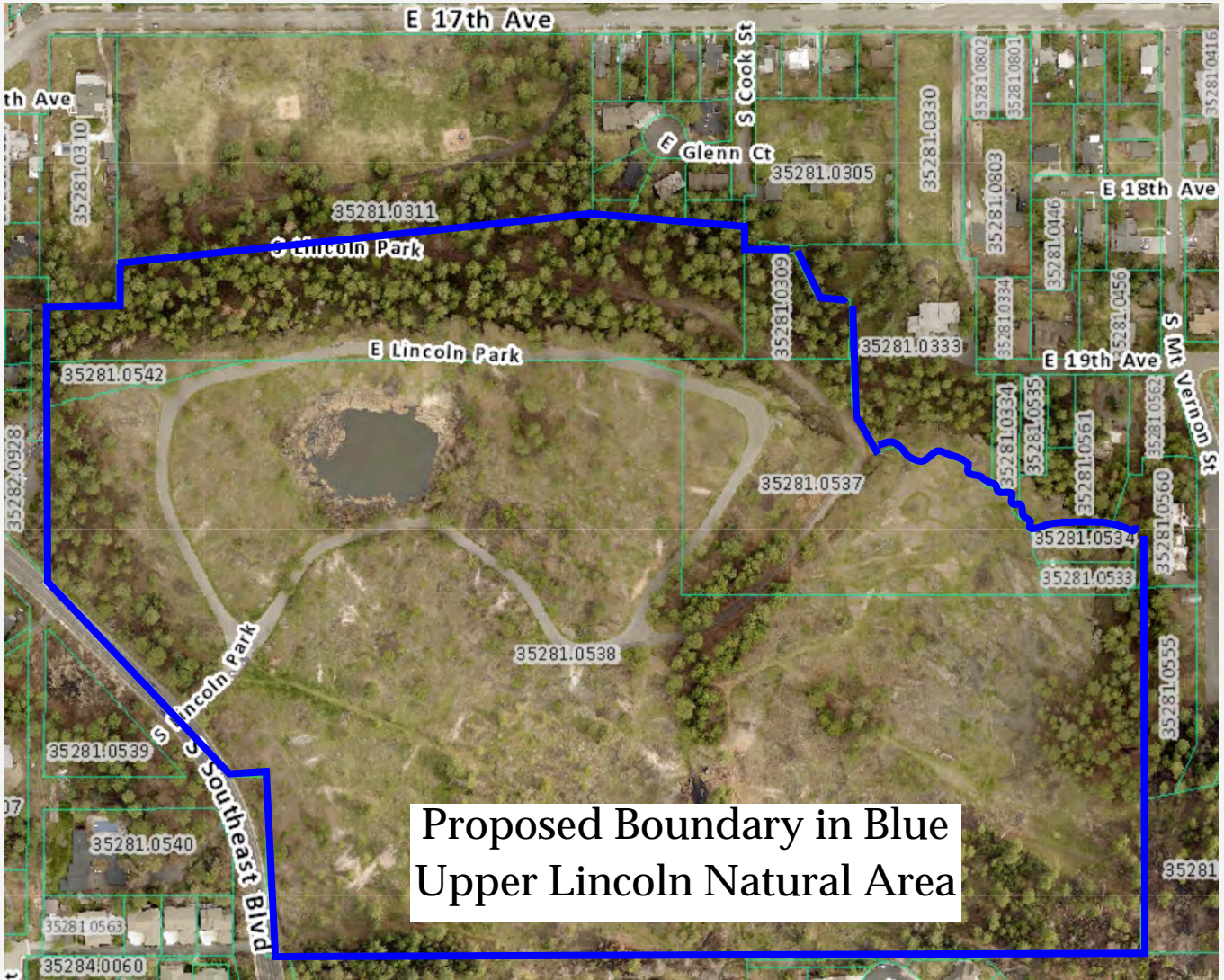
### **NOTES ON ATTACHED MAPS OF UNDERHILL PARK – [Exhibit 2](#) Underhill Ben Burr Natural Lands and Soil Map NRCS Underhill Park Ben Burr Trail Natural Areas**

This proposal includes natural lands in Underhill - to the west and south - as well as the adjoining natural lands in the Ben Burr Right-of-Way. The total by counting the area of all parcels listed in the table and 75% in 35215.0002 which is the Ben Burr Right of Way west of the Underhill Park. In this scenario, the entire Right of Way is included even though there is a paved trail. The trail is not a serious reason to not designate as a Natural Land. The eBike use might be an issue; and the eBike trail regulations are not clearly set. Regardless of whether eBikes are allowed, the designation can be Natural Lands.

The sledding hill is also included in the area. It could be an allowed use or excluded. The management might make sense to exclude the sledding hill area because native shrubs will adversely affect sledding. Instead, the sledding hill could be managed to allow sledding but also be compatible with native plant ecosystems. Regardless, the overall area has high ecological value and meets the definition for Natural Lands.

The geological setting as defined by the Natural Resource Conservation Service shows the predominant soil type is Speigle-Rock outcrop complex, with 15 to 30 percent slopes (50%) located in the south of the Park and adjoining Ben Burr ROW. There is also significant areas of Speigle-Rubble land-Rock outcrop complex, 30-60 percent slopes (i.e. cliffs) (24%) to the west along the Ben Burr ROW and Northstar-Rock outcrop-Rockly complex, 0 to 15 percent slopes (25%) on the west side of the Park.

Both the Spokane County parcel map with summary table and the NRCS soil map are attached for your reference.



Proposed Boundary in Blue  
Upper Lincoln Natural Area



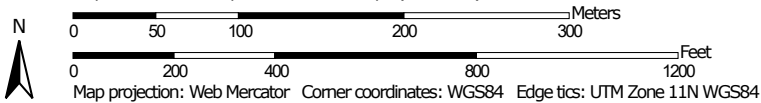
<u>Parcel No.</u>	<u>Features</u>	<u>Acres</u>
35281.0538	Pond, parking, road	36.88
35281.0537	Cliff, road	4.97
35281.0542	Cliff, trees	0.34
35281.0309	cliff, trees, road	0.73
35281.0533	Cliff, trees	0.21
35281.0534	Cliff, trees	0.24
35281.0311	South only, cliff, trees	6.37
TOTAL AREA		49.74

Location Map – Lincoln Park Natural Land  
Spokane County Scout Map, 2022 Satellite  
April 27, 2023

Soil Map—Spokane County, Washington  
(Lincoln Park Soil Map - Disturbed v. Natural)



Map Scale: 1:4,570 if printed on A landscape (11" x 8.5") sheet.



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Spokane County, Washington

Survey Area Data: Version 14, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 7, 2022—Aug 8, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Map Unit Legend

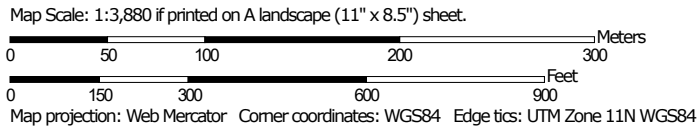
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2046	Klickson-Speigle-Rock outcrop complex, 30 to 60 percent slopes	8.3	13.3%
3114	Rockly-Fourmound complex, 0 to 15 percent slopes	38.8	62.1%
7130	Urban land-Northstar, disturbed complex, 0 to 3 percent slopes	0.0	0.0%
7131	Urban land-Northstar, disturbed complex, 3 to 8 percent slopes	5.1	8.1%
7132	Urban land-Northstar, disturbed complex, 8 to 15 percent slopes	0.8	1.2%
7172	Urban land-Springdale, disturbed complex, 8 to 15 percent slopes	9.6	15.3%
<b>Totals for Area of Interest</b>		<b>62.5</b>	<b>100.0%</b>



Soil Map—Spokane County, Washington  
(Underhill Park- Ben Burr Trail Natural Areas)



Soil Map may not be valid at this scale.



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



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Landfill



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Severely Eroded Spot



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Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

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Date(s) aerial images were photographed: Aug 7, 2022—Aug 8, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2053	Speigle-Rock outcrop complex, 15 to 30 percent slopes	10.5	49.5%
2054	Speigle-Rubble land-Rock outcrop complex, 30 to 90 percent slopes	5.0	23.5%
3117	Northstar-Rock outcrop-Rockly complex, 0 to 15 percent slopes	5.2	24.7%
7110	Urban land-Opportunity, disturbed complex, 0 to 3 percent slopes	0.1	0.5%
7152	Urban land-Seaboldt, disturbed complex, 8 to 15 percent slopes	0.4	1.8%
<b>Totals for Area of Interest</b>		<b>21.2</b>	<b>100.0%</b>



25 April 2023

Spokane Park Board  
Attn: Garret Jones and Greta Gilman  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201

To Whom It May Concern:

On behalf of The Lands Council, we urge you to prioritize the protection and preservation of natural spaces within our parks system. As a local environmental non-profit, we recognize the invaluable benefits these spaces provide for both the health of our ecosystems, supporting native species survival and our sole-source aquifer, along with the health and well-being of our community. We ask you to consider the long-term effects of development on these areas and know that you will come to the same conclusion regarding the importance of preservation. A city parks system that prioritizes the preservation of existing natural spaces ensures the longevity and sustainability of our parks system for generations to come.

Thank you,

Amanda Parrish  
Executive Director  
The Lands Council  
25 W Main Ave  
Suite 222  
Spokane, WA 99201



## Community-based Science Outdoors

April 26, 2023

Dear Spokane Park Board:

Undeveloped urban gems sprinkled throughout City of Spokane, collectively referred to as natural areas, are more than a refuge for wildlife, native plants, and people who seek a natural setting for many different reasons. Schools and educators are more and more frequently using these sites as learning "classrooms" with student groups - particularly if they are a walkable distance from the home school. Many things, including funding and bus/driver shortages, challenge traditional field trips within public schools.

Pacific Education Institute (PEI) is a leading statewide preK-12 professional learning organization dedicated to advancing scientific and civic literacy through interdisciplinary natural resource, environmental, and sustainability learning experiences. PEI programs deepen student engagement by empowering educators to teach integrated, career connected, community-based science outdoors through our FieldSTEM® learning model. We promote and support this important work through a network of regional coordinators who take great care and responsibility in following policies, initiatives, and other local events relevant to student learning experiences. One of our most important roles is making it easy for educators to say "yes" to creating opportunities for their student groups to stretch their minds and master learning content through meaningful community-relevant projects. Students are community leaders in establishing and tracking biodiversity; leading field investigations that inform solutions to environmental problems; and developing action projects that benefit natural systems of which we are both dependent upon and a part of. Natural areas are wonderful sites for these experiences.

As a local example, Franklin Elementary and Hutton Elementary are located on opposite sides of the Lincoln Park complex. Both have teachers and PTG groups who are actively planning to utilize the Upper Lincoln Park area to enrich student learning. There is an amazing opportunity to engage more educators within Spokane Public Schools on a systemic level with accessing and utilizing these natural spaces. These places can form the foundation for FieldSTEM programs within City of Spokane.

Please consider safeguarding these accessible, natural spaces. Protect and amplify the opportunities that await our youngest community members in these natural areas as they connect with their place and grow into informed, active decision-makers and problem-solvers now and for the future.

Thank you for considering,

A handwritten signature in cursive script that reads "Amy Rusev Dawley".

Amy Rusev Dawley, Eastern WA FieldSTEM Coordinator

A handwritten signature in cursive script that reads "Kathryn Kurtz".

Kathryn Kurtz, Executive Director