



Spokane Park Board Land Committee

3:30 p.m. Wed., Jun. 05, 2024

In-person: Conference Room "A"

The Hive, 2904 E. Sprague Ave. Spokane WA 99202

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2481 655 8841

Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair

Sally Lodato

Hannah Kitz

Kevin Brownlee

Doug Kelley

The Land Committee meeting will be held in-person in the **Spokane Public Library, The Hive, Conference Room "A", 2904 E. Sprague Ave. Spokane WA 99202** and virtually via WebEx at 3:30 p.m. Wednesday, Jun. 05, 2024. Committee members, staff, and presenters 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 655 8841**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Jun. 05 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Cameron-Reilly LLC. / Underhill Park Sport Court renovation construction \(\\$628,383.00 including tax\)](#) – Mike Light
2. [Spokane Hoopfest Association / Underhill Park Sport Court Contribution Agreement \(\\$85,000 revenue\)](#) – Nick Hamad
3. [AHBL, Inc. / Engineering/landscape architecture consultant agreement for High Bridge Dog Park \(\\$50,150.00 non-taxable service\)](#) – Nick Hamad
4. [Darren Chu Pedestrian access easement / Grant Park](#) – Nick Hamad / Chip Overstreet

Discussion Items:

1. Palisades Parcel Acquisition – Craig Volosing (Friends of Palisades Park)
2. Park Equipment Lease – Carl Strong / Al Vorderbrueggen

Unfinished Business Items:

Standing Report Items:

Adjournment

Agenda Subject to Change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: 06/05/2024	
Requester	Nick Hamad	Phone number: 509-363-8255	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Obj 1	Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Cameron-Reilly, LLC. / Underhill Park Sport Court renovation construction (\$628,383.00 including tax).		
Begin/end dates	Begins: 06/13/2024	Ends: 06/13/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract with the low responsive bidder, Cameron-Reilly, LLC. for the re-construction of existing aged and partially out-of-service sport courts at Underhill Park. Contract scope includes the base bid - new sport courts, alternate #1 - site lighting and power, and alternate #2 - substitute 8' tall ornamental fencing in lieu of chain link fencing.</p> <p>Note - \$415,000 of this contract is funded by reimbursable grants (WA State RCO & Hoopfest)</p>			
Motion wording:			
Motion to approve construction contract with Cameron-Reilly, LLC. for the construction of the Underhill Park Sport Court Renovation project in the amount of (\$628,383.00 including tax).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Cameron-Reilly, LLC.			
Name: Mike Reilly		Email address: mike@cameron-reilly.com	Phone: 509-466-5555
Distribution:			
Parks – Accounting		Megan Dyson	
Parks – Sarah Deatrich		Jason Conley	
Requester: Mike Light		Thea Prince	
Grant Management Department/Name:		Nick Hamad	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: (\$628,383.00 including tax)		Budget code: 1950-54920-56501-48093	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 602-633-401 Business license expiration date: 7/31/24		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE, WASHINGTON

DEPARTMENT OF PARKS AND RECREATION

UNDERHILL PARK SPORT COURT RENOVATION

2024.04.22 ISSUED FOR BID

DESCRIPTION OF WORK

BASE BID SCOPE

- GENERAL BASE BID SCOPE SUMMARY. WORK INCLUDES, BUT IS NOT LIMITED TO:
- PROTECT ALL EXISTING TREES IN PLACE UNLESS OTHERWISE NOTED ON DRAWINGS.
 - DEMOLITION OF EXISTING SPORT COURT SURFACING, NETTING, POLES, FENCING, LIGHTING, AND SOFTSCAPE AREAS WITHIN LIMITS OF CONSTRUCTION AS NOTED ON DRAWINGS.
 - CONSTRUCTION OF NEW BASKETBALL COURTS, PICKLEBALL COURTS, SITE FURNITURE, FENCING, AND OVERHEAD LIGHTING AS NOTED ON CONSTRUCTION DOCUMENTS.
 - LANDSCAPE IMPROVEMENTS, PLANTINGS, AND UNDERGROUND AUTOMATED IRRIGATION AS NOTED ON CONSTRUCTION DOCUMENTS.
 - TOTAL DISTURBED SITE AREA: APPROXIMATELY 0.76 ACRES (33,300 SQ.FT.)

ALTERNATE 1

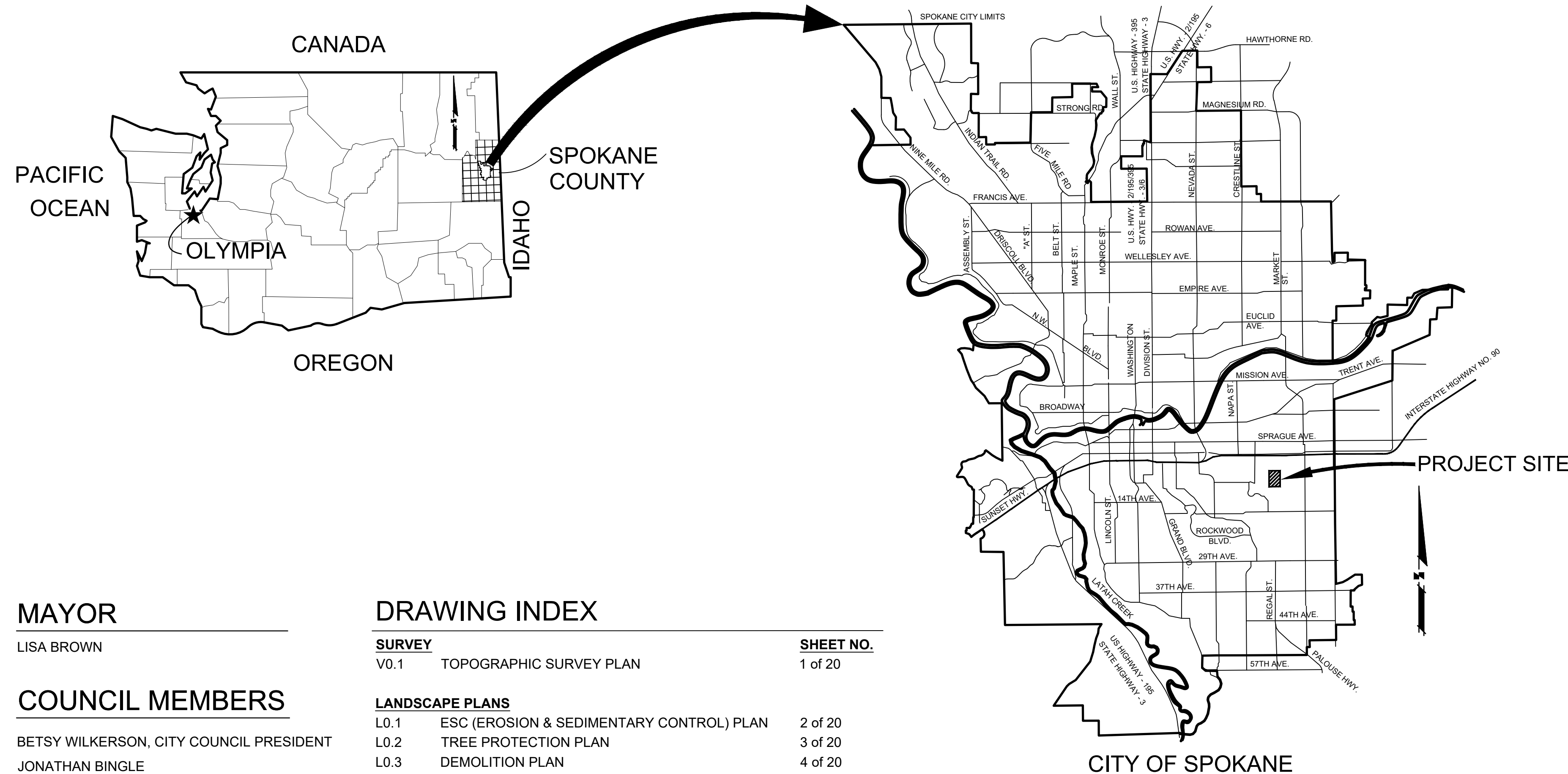
- SITE LIGHTING AND POWER AS SHOWN ON PLANS.

ALTERNATE 2

- ORNAMENTAL FENCING AND GATES IN LIEU OF CHAIN LINK FENCING AND GATES AS SHOWN ON PLANS AND AS SPECIFIED.

REQUIRED COMPLETION DATE

ALL WORK SHALL BE SUBSTANTIALLY COMPLETED BY **NOVEMBER 8, 2024**



MAYOR

LISA BROWN

COUNCIL MEMBERS

- BETSY WILKERSON, CITY COUNCIL PRESIDENT
 JONATHAN BINGLE
 MICHAEL CATHCART
 PAUL DILLON
 LILI NAVARRETE
 ZACK ZAPPONE
 KITTY KLITZKE

CITY ADMINISTRATOR

GARRETT JONES (INTERIM)

DIRECTOR OF PARKS

JASON CONLEY (INTERIM)

PROJECT CONTACT(S)

MIKE LIGHT, PLA.
 SPOKANE PARKS AND RECREATION
 MLIGHT@SPOKANECITY.ORG | (509) 724-3585

ELECTRICAL ENGINEER

DON EVANS, P.E., PRINCIPAL
 EVANS ENGINEERING AND CONSULTING PLLC
 DON@E2CENGINEERS.COM | (208) 262-9908

DRAWING INDEX

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CITY OF SPOKANE

WORK LOCATION

SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	UNDERHILL PARK 2910 E HARTSON AVE, SPOKANE, WA, 99201 PARCEL: 35223.0001	SPORT COURT RENOVATION

GENERAL NOTES

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



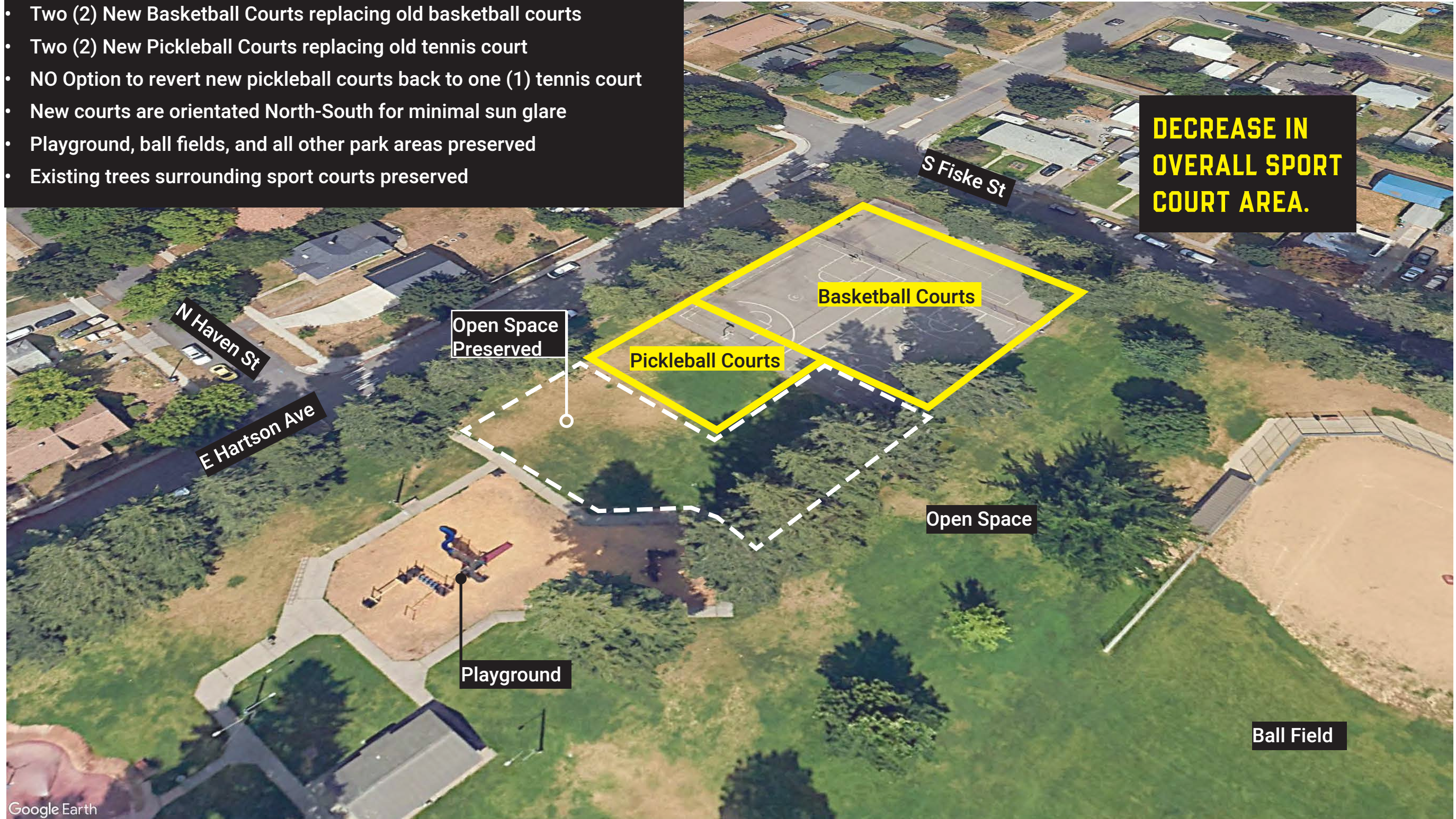
Underhill Park Sport Court Renovation Project Preferred Concept Design



Underhill Park Sport Court Renovation Project Preferred Concept - Context Overlay

- Two (2) New Basketball Courts replacing old basketball courts
- Two (2) New Pickleball Courts replacing old tennis court
- NO Option to revert new pickleball courts back to one (1) tennis court
- New courts are orientated North-South for minimal sun glare
- Playground, ball fields, and all other park areas preserved
- Existing trees surrounding sport courts preserved

**DECREASE IN
OVERALL SPORT
COURT AREA.**



BASE BID SCHEDULE 1 | UNDERHILL PARK SPORT COURT RENOVATION

Schedule 1 **Description**
Sport Court Renovation and Landscape Repair.

Project Number: 6109-24 *Underhill Park Sport Court Renovation*

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Cameron-Reilly	Spilker Contracting	Bacon Concrete	Ditches Unlimited	Halme Construction
				Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
101	1 LS	MOBILIZATION (Per Lump Sum)	* * * * *	\$ 39,998.00	\$ 41,159.86	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00
102	1 LS	SITE DEMOLITION, PREPARATION, GRADING, AND DRAINAGE (Per Lump Sum)	* * * * *	\$ 137,000.00	\$ 135,000.00	\$ 129,000.00	\$ 90,000.00	\$ 100,000.00
103	1 LS	INSTALL HARDSCAPE FLATWORK AND SURFACE FINISHES (Per Lump Sum)	* * * * *	\$ 201,500.00	\$ 185,000.00	\$ 242,000.00	\$ 240,000.00	\$ 340,000.00
104	1 LS	INSTALL SITE FURNITURE AND SPORT COURT EQUIPMENT (Per Lump Sum)	* * * * *	\$ 36,500.00	\$ 89,000.00	\$ 55,000.00	\$ 150,000.00	\$ 80,000.00
105	1 LS	LANDSCAPE, PLANTING, AND IRRIGATION (Per Lump Sum)	* * * * *	\$ 86,000.00	\$ 95,000.00	\$ 93,500.00	\$ 125,000.00	\$ 140,000.00
106	1 LS	WASHINGTON STATE RETAIL SALES TAX (9%)	* * * * *	\$ 45,090.00	\$ 49,064.39	\$ 49,455.00	\$ 57,150.00	\$ 72,900.00
Subtotal Base Bid Schedule 1:				\$ 546,088.00	\$ 594,224.25	\$ 598,955.00	\$ 692,150.00	\$ 882,900.00
Total with Alternates:				\$ 628,383.00	\$ 689,869.60	\$ 719,291.00	\$ 720,490.00	\$ 1,003,890.00

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

BID PROPOSAL

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

PROJECT: #6109-24 UNDERHILL PARK SPORT COURT RENOVATION – BID

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: \$ 546,088.00
Total From Bid Schedule (Includes Tax)

BID ALTERNATES:

(1) Site Lighting & Power \$ 71,940.00
Includes Washington State Sales Tax

(2) Substitute Ornamental Fencing in lieu of Chain Link Fencing
\$ 10,355.00
Includes Washington State Sales Tax

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

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

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 150 calendar days or no later than November 8, 2024.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS (\$100.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. CAMERRL942NU
(must be in effect at time of bid submittal)

U.B.I. Number 602 633 401

Washington Employment Security Department Number 343 657-006

Washington Excise Tax Registration Number 602 633 401

City of Spokane Business License Number T11049806BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

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

NON-COLLUSION.

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

Name of Bidder: CAMERON REILLY LLC



Signature of Bidder's Authorized Representative

PRESIDENT

Title

309 N PARK RD, SPOPKANE VALLEY WA 99212

Address

509-466-5555

Phone

IF INDIVIDUAL

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

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

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

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

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

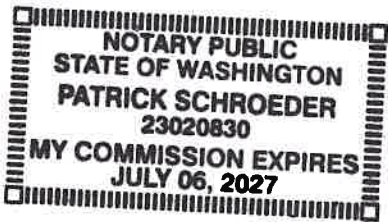
I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes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

Signed and Sworn To (or Affirmed) Before Me On 5-10-24
date

(Seal Or Stamp)

Patrick Schroeder
Signature of Notary Public

My appointment expires 7-6-27



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

BID BOND

We, ON FILE _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

UNDERHILL PARK SPORT COURT RENOVATION - BID

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____ AS SURETY

By: _____
Attorney in Fact

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

SUBCONTRACTOR LIST

PROJECT NAME: #6109-24 UNDERHILL PARK SPORT COURT RENOVATION – BID

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

CONTRACTOR/SUPPLIER ROCKLYN ELECTRIC

TYPE OF WORK/BID ITEM ELECTRICAL

AMOUNT \$40,308

CONTRACTOR'S REGISTRATION NO. ROCKEL779BO

CONTRACTOR/SUPPLIER DELK MANAGEMENT

TYPE OF WORK/BID ITEM LANDSCAPE

AMOUNT \$76,112

CONTRACTOR'S REGISTRATION NO. DELK***781MM

CONTRACTOR/SUPPLIER IDAHO FENCE

TYPE OF WORK/BID ITEM FENCING

AMOUNT \$19,886

CONTRACTOR'S REGISTRATION NO. IDAHOFC895K

CONTRACTOR/SUPPLIER ARROW CONCRETE & ASPHALT SPECIALTIES

TYPE OF WORK/BID ITEM PICKLEBALL SURFACING & BASKETBALL LINES

AMOUNT \$30,773

CONTRACTOR'S REGISTRATION NO. ARROWCA771CN

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BASE BID SCHEDULE 1 | UNDERHILL PARK SPORT COURT RENOVATION

Schedule	Description			
1	Sport Court Renovation and Landscape Repair.			
Project Number: 6109-24		<i>Underhill Park Sport Court Renovation</i>		
Bid Item No.	Estimated Quantity	a) Description of Bid Item Unit of Measure	b) Unit Price	Total Amount
101	1 LS	MOBILIZATION (Per Lump Sum)	* * * * *	\$ 39,998.00
102	1 LS	SITE DEMOLITION, PREPARATION, GRADING, AND DRAINAGE (Per Lump Sum)	* * * * *	\$ 137,000.00
103	1 LS	INSTALL HARDSCAPE FLATWORK AND SURFACE FINISHES (Per Lump Sum)	* * * * *	\$ 201,500.00
104	1 LS	INSTALL SITE FURNITURE AND SPORT COURT EQUIPMENT (Per Lump Sum)	* * * * *	\$ 36,500.00
105	1 LS	LANDSCAPE, PLANTING, AND IRRIGATION (Per Lump Sum)	* * * * *	\$ 86,000.00
106	1 LS	WASHINGTON STATE RETAIL SALES TAX (9%)	* * * * *	\$ 45,090.00
Subtotal Base Bid Schedule 1:				\$ 546,088.00

ALTERNATE BID SCHEDULE 1 | UNDERHILL PARK SPORT COURT RENOVATION

Schedule	Description
ALT 1	Site Lighting and Power

Project Number: 6109-24 *Underhill Park Sport Court Renovation*

Bid Item No.	Estimated Quantity	a) Description of Bid Item Unit of Measure	b) Unit Price	Total Amount
ALT 101	1 LS	SITE LIGHTING AND POWER (Per Lump Sum)	* * * * *	\$ 66,000.00
ALT 102	1 LS	WASHINGTON STATE RETAIL SALES TAX (9%)	* * * * *	\$ 5,940.00
Subtotal Alternate Schedule 1:				\$ 71,940.00

ALTERNATE BID SCHEDULE 2 | UNDERHILL PARK SPORT COURT RENOVATION

<i>Schedule</i>	<i>Description</i>
ALT 2	Substitute new ornamental fencing in lieu of chain link fencing and gates as specified.

Project Number: 6109-24 *Underhill Park Sport Court Renovation*

Bid Item No.	Estimated Quantity	a) Description of Bid Item Unit of Measure	b) Unit Price	Total Amount
ALT 201	1 LS	ORNAMENTAL FENCING AND GATES (Per Lump Sum)	* * * * *	\$ 9,500.00
ALT 202	1 LS	WASHINGTON STATE RETAIL SALES TAX (9%)	* * * * *	\$ 855.00
Subtotal Alternate Schedule 2:				\$ 10,355.00



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria (General Contractor)

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: **UNDERHILL PARK SPORT COURT RENOVATION - BID**
 Project #6109-24

Part A: General Company Information
 Company Name Cameron Reilly, LLC
 Address 309 N Park Rd, Spokane Valley, WA 99212
 Contact Name and Title Mike Reilly, President
 Contact Phone 509-466-5555 | Contact E-mail mike@cameron-reilly.com
 Years in business as a Prime Contractor 17 | Years in business as a sub-contractor 17
 Years in business under present Name 17
 List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years NA
 Explain reason for name change(s) in the past five (5) years


Part B: Work Experience
 If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.
List three (3) or more sport court renovation or construction projects of similar type and equivalent or larger nature, size and scope with a contract amount of at least \$150,000 that have been completed within the last five (5) years.
 See Attached

Part C: Performance Evaluation
 Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?
 Yes No
 If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification
 Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?
 Yes No
 If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G. Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	5/14/24
Printed Name of Authorized Representative	Title
Lisa Kinder	Operations/HR Manager

Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>	
<p>The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>	
<p>For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>	
<p>Form Submittal:</p>	
<p>Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>	
<p>Email (preferable)</p>	<p>tprince@spokanecity.org</p> <p style="text-align: center;">with the Email Subject line: Supplemental Bidder Form for City of Spokane UNDERHILL PARK SPORT COURT RENOVATION - BID</p>
<p> </p>	
<p> </p>	
<p> </p>	
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<p> </p>	
<p> </p>	
<p>Questions: Please call (509) 625-6400</p>	



309 N Park Road ▪ Spokane Valley, WA 99212
509-466-5555 ▪ 509-468-3719
www.Cameron-Reilly.com



"An Equal Opportunity Employer"

SERVICES OFFERED:

- Cameron-Reilly, LLC has performed contracting services for the private, commercial and public works sectors. Our scope of work consists of: site work preparation, concrete curbs, sidewalk, concrete paving, slab finishing, retaining walls, architectural concrete, decorative concrete, polishing and grinding.

ESTABLISHED: 2006

LICENSED IN: Washington, Idaho & Oregon

AWARDS:

- **CONCRETE SURFACES** 2018 Polished Concrete-New Construction – Northwood Middle School
- **AGC** Safety & Claims – 2005-2018 Management Excellence - Top Performer
- **CONCRETE SURFACES** 2017 Polished Surface Award – Salk Middle School
- **AGC** Build Northwest 2017 HUB Excellence in Construction
- **AGC** Build Northwest 2005 & 2014 Excellence in Construction
- **AGC** Top 10 Lowest EMR - 2008 & 2013
- **AGC** Build Northwest – 2010 Small Project Award
- **AGC** Build Northwest – 2010 Sub Contract Project Award
- **AGC** Statewide Special Mention – 2007 WSDOT Excellence in Contract Administration

KEY PERSONNEL:

- **Mike Reilly** – Owner; 29+ years industry experience; formerly Reilly Concrete 1995-2006
- **Jayson Grainger** – Owner/Project Manager; 12+ years industry experience
- **Curt Meidling** – Commercial/Industrial Floor Manager; 43+ years industry experience
- **Nate Thomas** – Project Manager; 20+ years industry experience
- **Todd Westby** – General Superintendent; 21+ years industry experience

CURRENT AND PAST PROJECTS:

■ *Garco Construction– CSO 26 Spokane Falls Blvd Control Facility*

Spring 2019 - Current

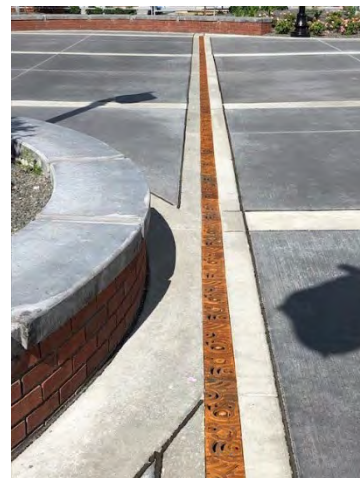
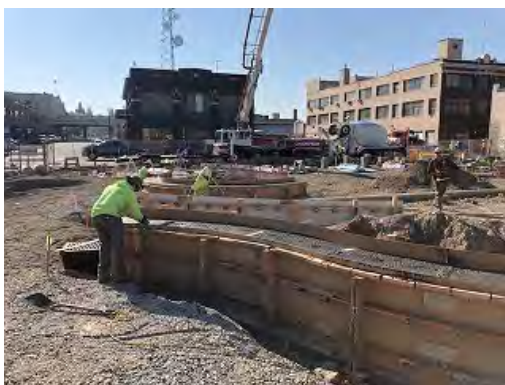
- Sidewalks
- Stairs
- Curbs
- Glass Seeding
- Seat Wall, Retaining Wall
- Decorative Concrete
- Trench Drains
- Drainage
- Approximately \$3,500,000



■ *Walker - CSO 24 1st & Adams Control Facility*

Fall 2018 – Spring 2019

- Earthwork
- Sidewalks
- Stairs
- Drainage
- Decorative Concrete
- Curb
- Approximately \$888,900



▪ **Garco Construction – Project Rose (Amazon)**

Spring 2018 – Spring 2019

- 2,644,275 SF – Interior Slabs
- 16,435 CY- Slabs on Grade
- 34,425 CY – Slabs on Metal Deck
- Approximately \$1,991,000



▪ **Lydig Construction – Costco Wholesale North Spokane –Roundabout, Parking Lot, Floors**

Spring 2018 – Summer 2018

- Earthwork
- Drainage
- Concrete
- Approximately \$2,000,000



▪ **Western – US 12, 18th Street to Clearwater to RV. BR. 8488**



Summer 2019 – Current

- Concrete Paving
- Approximately \$1,041,800



■ *City of Spokane Valley- Wellesley Sidewalks
Summer 2019 (Start to Finish)*

- General Contractor
- Sidewalk
- ADA Ramps
- Curb
- Driveway Approaches
- Excavation
- Earthwork
- Drainage
- Approximately \$695,000



▪ **City of Spokane - Division Gateway**

Spring 2017 – Winter 2017

- General Contractor
- Earthwork
- Sidewalk
- Curb
- Seat Wall
- Curb Ramps
- Approximately \$3,330,000



▪ **City Of Coeur d'Alene – Memorial Park**

Fall 2017 to Fall 2018

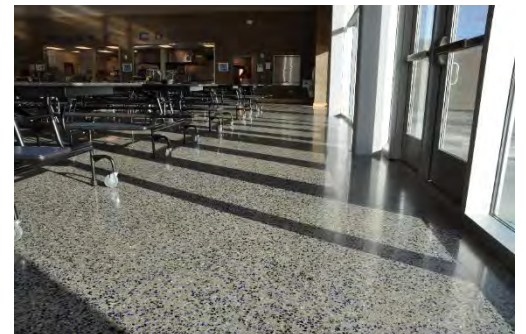
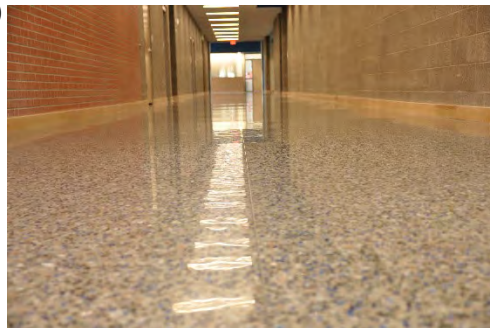
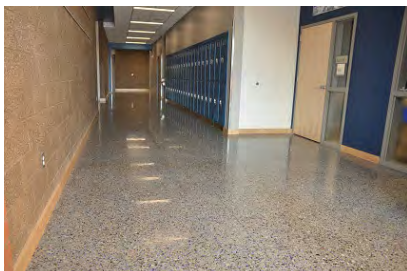
- General Contractor
- Earthwork
- Drainage
- Sidewalk
- Approximately \$2,024,000



▪ **Garco Construction – Northwood Middle School**

Winter 2016 – Spring 2018

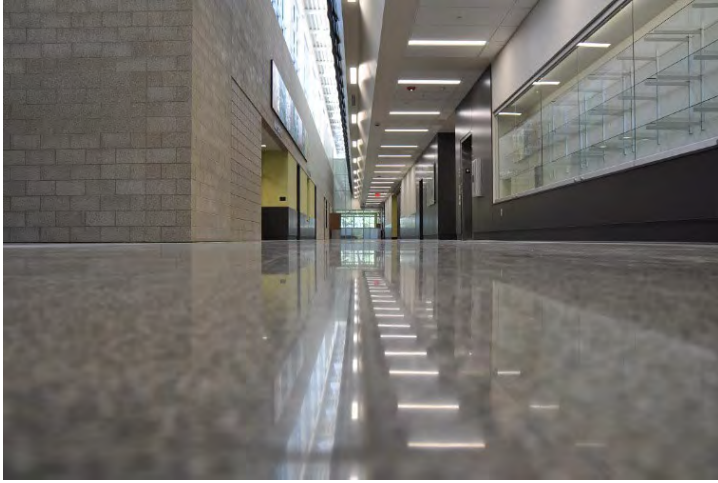
- 19,280 SF Glass Seeded, Grind & Polished Floors
- Approximately \$484,800



▪ **Garco Construction – Salk Middle School**

Winter 2016 – Summer 2017

- 10,200 SF Glass Seeded, Grind & Polished Floors
- Approximately \$90,940



▪ **Divcon, Inc. – Playfair 3, 4, 5, 8, 9&10**

Spring 2018 – Current

- 675,000 SF Interior Slabs
- 125,800 SF Tilt Panels
- 44,400 SF Dock Paving
- 283,400 SF Dock & Concrete Paving: 3, 9&10
- Approximately \$613,000



▪ **Lydig Construction - Northern Quest Casino**



Fall 2017 – Summer 2019

- Concrete Slabs
- Sidewalk
- Curb & Gutter
- Decorative Concrete
- Crosswalk
- ADA Ramps
- Approximately \$1,002,500



▪ ***City of Post Falls – Spokane Street***

Fall 2014 – Summer 2015

- General Contractor
- Earthwork
- Sidewalk
- Curb & Gutter
- ADA Ramps
- Decorative Concrete
- Approximately \$1,845,000



Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	District 2 Tier 3
Item title: (Use exact language noted on the agenda)	Spokane Hoopfest Association / Underhill Park Sport Court Contribution Agreement (\$85,000 revenue)		
Begin/end dates	Begins: 06/06/2024	Ends: 08/31/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contribution agreement between Spokane Hoopfest Association and Spokane Parks enabling Hoopfest to contribute \$85,000 toward the replacement of the Underhill Park sport courts. This facility hosts large, free summer basketball camps for neighborhood youth and is in significant disrepair.</p> <p>In 2022, Parks & Hoopfest jointly applied for state RCO grant funding for this repair and were awarded \$330,000 toward this improvement. If this agreement is approved, the Hoopfest contribution and RCO grant will provide \$415,000 of the total court replacement cost. Remaining project funding is planned as a 2024 park capital expense.</p>			
Motion wording:			
Motion to approve Underhill Park sport court contribution agreement with Spokane Hoopfest Association (\$85,000.00 revenue)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane Hoopfest Association			
Name: Riley Stockton		Email address: riley@spokanehoopfest.net	Phone:
Distribution:			
Parks – Accounting		Mike Light	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad		Riley Stockton (riley@spokanehoopfest.net)	
Grant Management Department/Name:		Megan Dyson	
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: \$85,000		Budget code: 1950-54920-99999-36710-48093	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



CONTRIBUTION AGREEMENT

**THE SPOKANE HOOPFEST ASSOCIATION TO CONTRIBUTE \$85,000 TO SPOKANE PARKS
FOR REPLACEMENT OF A DAMAGED SPORT COURT WITHIN UNDERHILL PARK**

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE SPOKANE HOOPFEST ASSOCIATION**, a 501(c)(3) corporation organized under the laws of the State of Washington, as ("HOOPFEST"). Hereinafter referenced together as the "parties", and individually a "party."

WHEREAS, the City of Spokane Parks and Recreation Department is the property owner and is responsible for maintaining Underhill Park (as more fully described in Section 1A, below, the "Underhill Park"), within the East Central neighborhood of the City of Spokane; and

WHEREAS, existing basketball and tennis court facilities within Underhill Park have substantially deteriorated and are no longer functionally available for community use; and

WHEREAS, in September of 2023, the City and HOOPFEST entered an agreement with the State of Washington Recreation and Conservation Office to accept state grant funding to reconstruct the deteriorated sport courts in Underhill Park; and

WHEREAS, HOOPFEST is engaged in raising funds to contribute to the reconstruction of the Underhill Park sport court (as more fully described in Section 1C below, the "Sport Court") and wishes to contribute funds to support the City's construction of a concrete sport court and appurtenances ("Court") within Underhill Park.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. PREMISES.

A. The City maintains Underhill Park, a 19 acre public park which includes: a playground, restroom, splash pad, sand volleyball court, baseball fields, a cricket pitch, basketball courts, tennis court, off-street parking facility, developed lawn, landscape & related improvements, and undeveloped natural land within the East Central neighborhood bounded by E. Hartson Ave. to the north, S. Fiske St. to the east, S. Regal St. to the West. and the Ben Burr Trail to the south, the approximate boundary of which is depicted in the attached Exhibit A, which also includes the location of the Court as approximately shown in Exhibit A.

B. HOOPFEST is willing to contribute (subject to the terms of this Agreement) funds for the construction of the Court as more specifically described herein, subject to the conditions set forth herein.

C. The Court shall be located within the northeast portion of Underhill Park, in the same general vicinity of the existing sport courts. Court improvements include but are not limited to: approximately 18,000 square feet of new concrete pavement striped for two new full-size basketball courts (50'x94'+buffer space) and two new dedicated pickleball courts, new court fencing, new site furnishings (basketball hoops, benches, trash receptacles), new sport court lighting, a new concrete park walkway connecting to the courts as required to provide ADA access to the courts, new ornamental landscape plantings, lawn and irrigation repair as required to accommodate the new courts, and a donor acknowledgment installation. All improvements are oriented as determined by the City in its sole and reasonable discretion and generally in conformance with the design shown in Exhibit B.

The City anticipates commencing construction of the Court in Summer of 2024, immediately after completion of regular basketball camps on the existing sport courts and further anticipates substantial completion of the Court suitable for public's use of the facility by the end of December 2024.

2. **CONTRIBUTION.** Pursuant to and subject to the terms and conditions of this Agreement, and subject to the full satisfaction of the conditions stated in this Section 2, HOOPFEST shall contribute EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) to the City to be used exclusively to finance construction of the Court (the "HOOPFEST Contribution"). It is understood that the HOOPFEST Contribution is comprised of \$20,000 from HOOPFEST, together with \$65,000 in grant funds from the Local Initiative Support Coalition & Dick's Sporting Goods (LISC). HOOPFEST shall pay the HOOPFEST Contribution to the City in two installments, as outlined below:

- (1) Installment one shall be \$20,000, paid within five business days after the City's recommendation to award a construction contract to the apparent low bidder for project construction.
- (2) Installment two shall be all remaining funds, paid within 60 days after sport court construction is substantially completed.

HOOPFEST shall be responsible for prompt compliance with LISC grant requirements, including the preparation and submittal of any documentation required by its grantors to secure grant funding.

HOOPFEST shall to make every effort to secure final payment from its contributors and deliver final payment to the city within 60 days of project substantial completion.

HOOPFEST shall have no further obligation to contribute funds to the City for any purpose whatsoever, including without limitation the continued maintenance of the Court, unless otherwise expressly agreed by the parties in a writing signed by each of their authorized representatives and setting forth the amount of such additional contribution.

HOOPFEST's obligation to make the HOOPFEST Contribution is subject to the following conditions, both precedent and subsequent, and upon the failure of any of the conditions set forth below for reasons beyond the City's control, the City shall promptly refund to HOOPFEST any portion of the HOOPFEST Contribution that has been paid to the City:

- (1) The completed Court shall substantially conform to the design depicted in Exhibit B.
- (2) The improvements to the Court shall be substantially completed no later than December 1, 2024.
- (3) The contributions of HOOPFEST, and of those parties making substantial contributions to HOOPFEST in support of the Court improvements as determined by HOOPFEST in its sole discretion shall be recognized on the donor plaque or monument that is part of the Court improvements.

3. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a "grantor" of contributions (HOOPFEST) and a "grantee" of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between the parties hereto. Moreover, nothing hereunder shall be construed to create any form of ownership interest in HOOPFEST to the Court or any asset of the City, including, but not limited to: the Court improvements described in this Agreement once it has been installed, Underhill Park and improvements thereon. The parties acknowledge and agree that HOOPFEST has no authority or control whatsoever over the selection of the contractor to install the Court improvements described above; the actual design and specifications for construction of the Court or the operation and/or maintenance of the Court. The City hereby agrees to indemnify and hold harmless HOOPFEST from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by HOOPFEST as a result of this Agreement and the HOOPFEST contribution above. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

4. TAXES. Any and all taxes imposed on the contributions by HOOPFEST under this Agreement, including sales or use taxes arising from the design, construction or installation of the Court, shall be borne by the City.

5 NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

Spokane Hoopfest Association:
2206 S. Sherman
Spokane, WA 99203

City of Spokane Parks and Recreation Department
808 West Spokane Falls Boulevard
Spokane, WA 99201

6. GOVERNING LAW. This Agreement shall be interpreted, construed and governed according to the laws of the State of Washington.

7. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the Parties have not resolved the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

8. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by HOOPFEST described herein and may not be modified or amended, except by a written instrument signed by each of the parties hereto expressing such modification or amendment. A failure on the part of either party to exercise or a delay in exercising any right, power or remedy hereunder shall not operate as a waiver, or future waiver thereof, except where a time limit is expressly specified herein. No single or partial exercise of any right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy. This Agreement contains all covenants, representations and warranties made between the parties hereto.

B. Prior Agreements or Writings. This Agreement completely supersedes any other agreement (oral or written) or writings between the parties hereto.

C. Park Board Approval. HOOPFEST acknowledges that this Agreement will not be binding on either party unless and until it has been approved by the Spokane Park Board and signed by the Parks Director.

9. INTERPRETATION AND SIGNATURES. Time is of the essence of this Agreement. This Agreement was the product of negotiation between the parties so that neither party shall be considered the drafter of this Agreement. This Agreement may be signed in counterparts. Captions are for convenience only and shall not be construed as substantive provisions of this Agreement. If any provision of this Agreement is determined to be unenforceable, it shall be severed from this Agreement with all other provisions of this Agreement to remain in effect and enforceable.

Dated: _____ CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____ SPOKANE HOOPFEST ASSOCIATION

By: _____

Title: _____

Email Address:

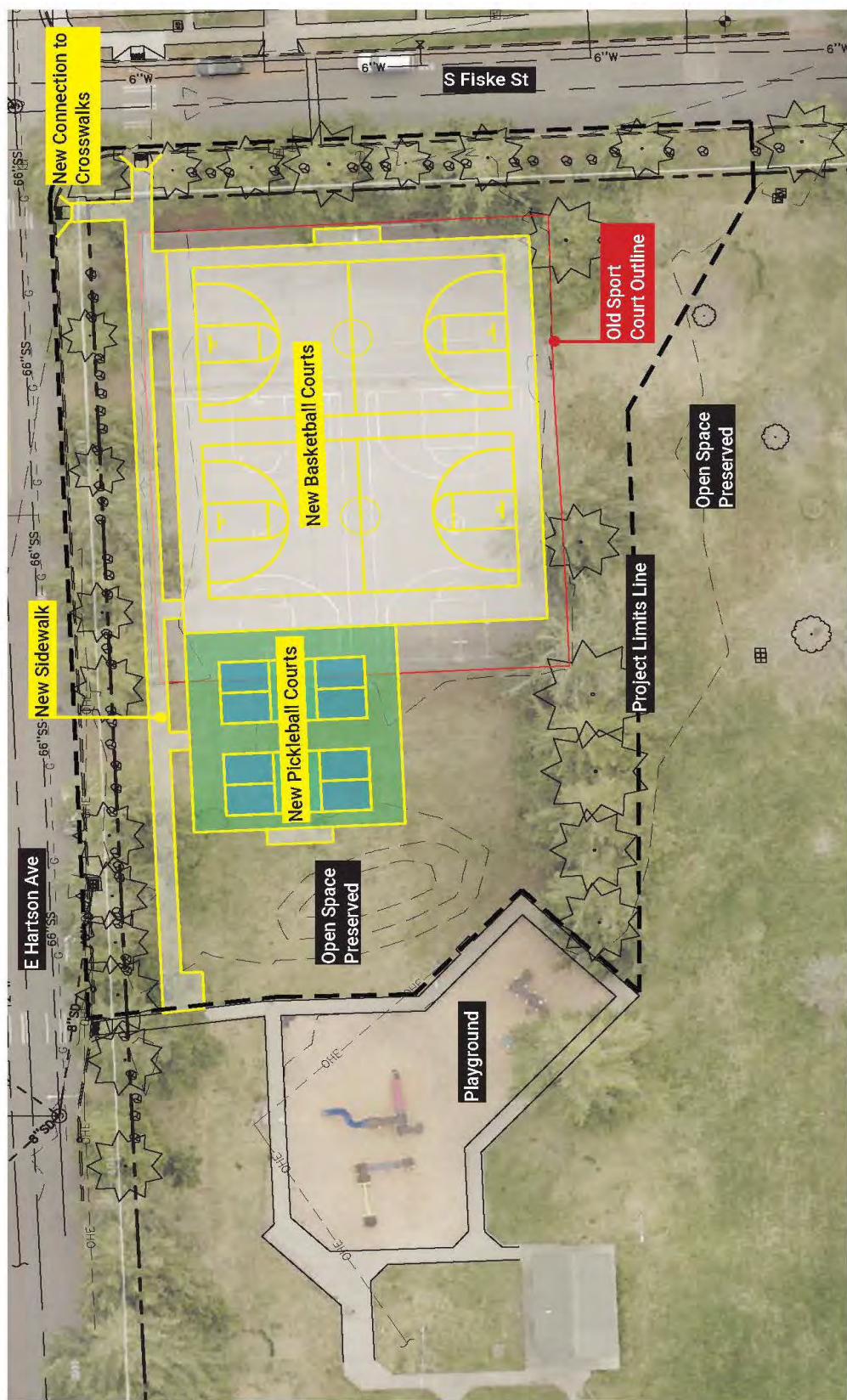
Exhibit A - Underhill Park



5/8/2024

**Underhill Park Sport Court Renovation Project
Site Plan**

Exhibit B – Sport Court Plans



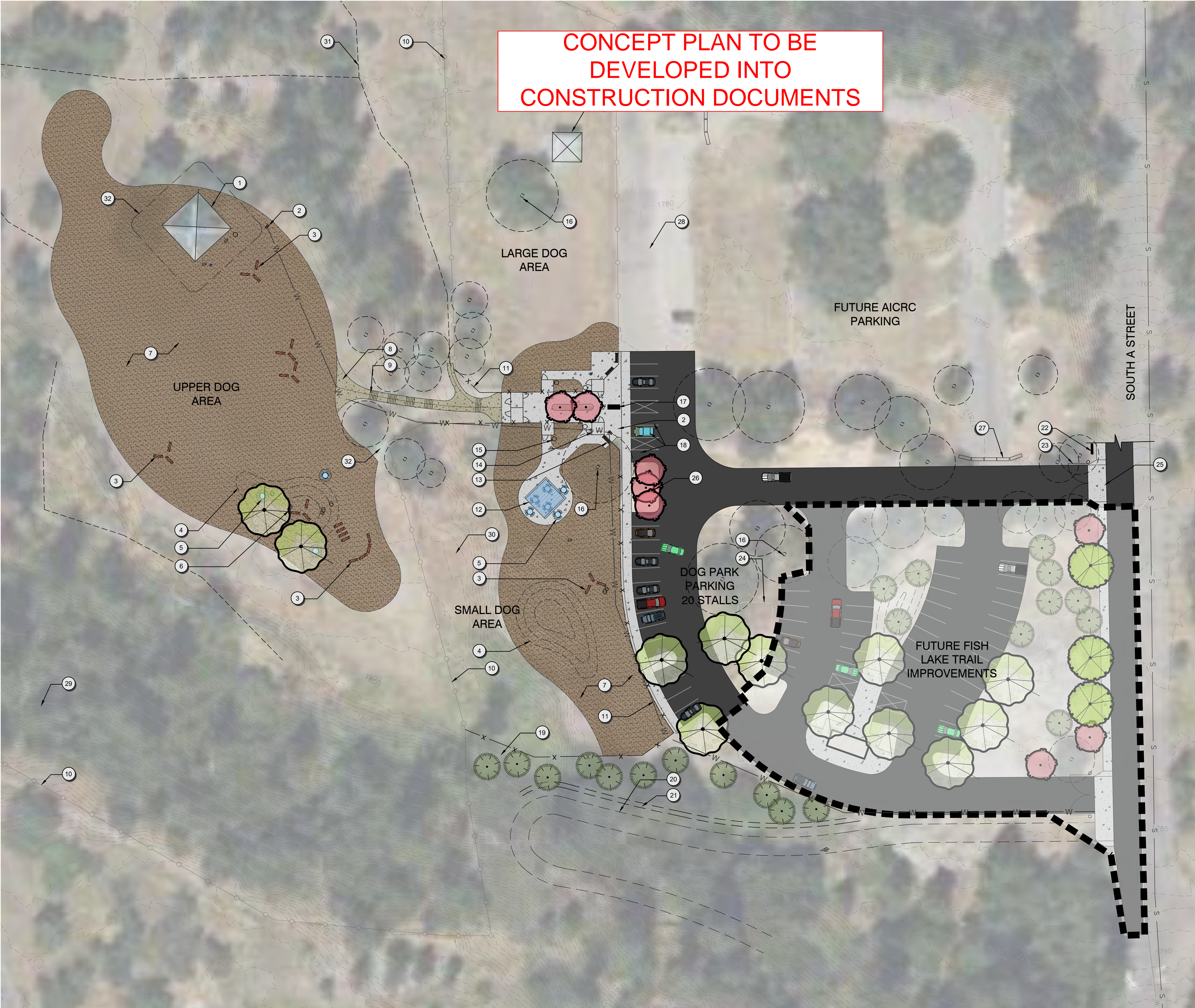
Spokane Park Board

Briefing Paper



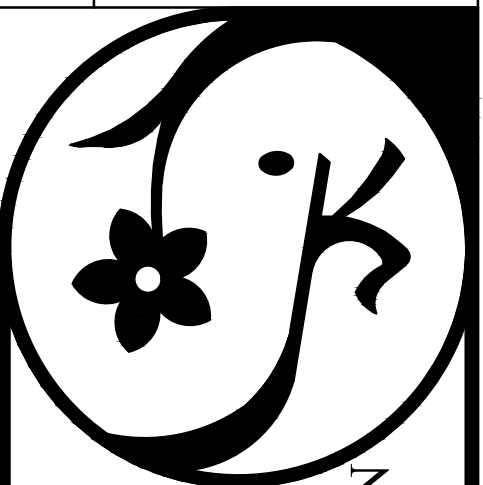
Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Objective 1	Master Plan Priority Tier:	Tier 2 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	AHBL, Inc. / Engineering/landscape architecture consultant agreement for High Bridge Dog Park (\$50,150.00 non-taxable service)		
Begin/end dates	Begins: 05/09/2024	Ends: 12/01/2024	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contract with AHBL, Inc. to prepare construction documents & secure permits for the improvement of the existing High Bridge dog park. Construction of proposed improvements will be funded and managed by Spokane District 81 in accordance with the MOU.</p> <p>In July of 2023, the Park Board adopted a resolution selecting Upriver Park as the location for a new community dog park investment.</p>			
Motion wording:			
Motion to approve consultant agreement for High Bridge Dog Park engineering & landscape architecture with AHBL, Inc. in the amount of \$50,150.00 non-taxable service			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: AHBL, Inc.			
Name: Erick Fitzpatrick		Email address: efitzpatrick@AHBL.com	Phone: 509.321.9389
Distribution:			
Parks – Accounting		Megan Dyson	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$50,150.00 (non-taxable service)		Budget code: 1950-54920-94000-56301	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" 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)	

**CONCEPT PLAN TO BE
DEVELOPED INTO
CONSTRUCTION DOCUMENTS**

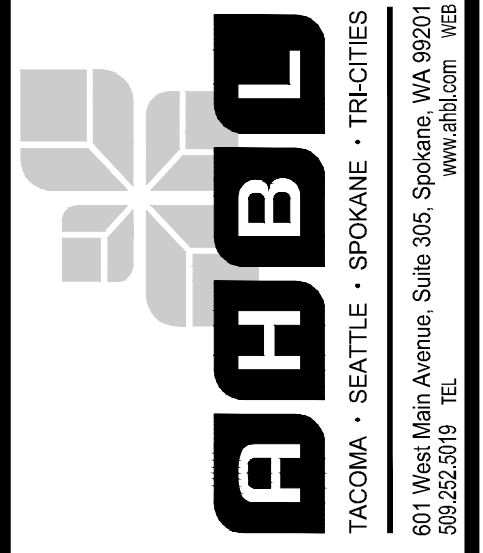


REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING SHELTER TO REMAIN
2	DRINKING FOUNTAIN
3	AGILITY LOGS FROM THINNED TIMBER (TYP)
4	LANDSCAPE BERM
5	CONC. PICNIC TABLES
6	LANDSCAPE BOULDERS
7	BARK MULCH
8	COMPACTED GRAVEL TRAIL
9	PRE-CAST CONCRETE STEPS
10	EXISTING FENCE TO REMAIN
11	NEW 6' FENCE
12	NEW SHELTER TO MATCH EX. SMALL SHELTER
13	PICNIC BENCH
14	8'X8' ENTRY VESTIBULE
15	TRASH RECEPTACLE
16	TREE TO REMAIN
17	SIGN KIOSK
18	ACCESSIBLE PARKING
19	VISUAL BUFFER
20	FUTURE FISH LAKE TRAIL
21	FUTURE RETAINING WALL
22	ENTRY SIGNAGE
23	ENTRY GATE
24	SWALE
25	FRONTAGE IMPROVEMENTS
26	DIRECTIONAL SIGNAGE
27	JERSEY BARRIERS. ACCESS RESTRICTED BEYOND THIS POINT.
28	EXISTING GRAVEL SURFACING TO REMAIN. NOT A PART.
29	REDUCE WOOD FUELS IN ALL DOG PARK AND ADJACENT LANDSCAPE
30	GRADE SLOPE WITHIN SMALL DOG AREA.
31	EXISTING TRAIL TO REMAIN
32	REPAIR ERODED GRADES



**CITY OF
SPOKANE
PARKS
& RECREATION**



**HIGH BRIDGE PARK
DOG PARK IMPROVEMENTS**

SPOKANE, WA 99201

SCHEMATIC LANDSCAPE PLAN

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DATE:	2024.04.10
DRAWN BY:	CDA
CHECKED BY:	CDA
PROJECT NO.:	2230645.40

REVISION	
△	
△	
△	
△	

SHEET ___ OF ___

L1.0



CITY OF SPOKANE
PARKS AND RECREATION
CONSULTANT AGREEMENT
Title: ENGINEERING AND LANDSCAPE
ARCHITECTURE SERVICES FOR HIGH BRIDGE
DOG PARK IMPROVEMENTS

This Consultant Agreement 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 601 West Main Avenue, Suite 305, Spokane, Washington 99201 (2215 North 30th Street, Suite 300, Tacoma, Washington 98403)., as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide Engineering and Landscape Architecture Services for High Bridge Dog Park Improvements and

WHEREAS, the Consultant was selected from MRSC Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 9, 2024, and ends on December 1, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal dated April 24, 2024, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIFTY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$50.150.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

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

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than 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.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless

approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

AHBL, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B - Consultant's Proposal dated April 24, 2024

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



April 24, 2024

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

Project: High Bridge Dog Park Improvements, AHBL No. 2230645.10/.40
Subject: Proposal for Phase 2 Civil Engineering and Landscape Architecture Services

Dear Nick:

Thank you for the opportunity to provide design services for Phase 2 of the High Bridge Dog Park Improvements project. This project is intended to provide improvements to the existing dog park in High Bridge Park located west of downtown Spokane. The existing park is approximately 8.65 acres (8.0 acres for large dogs, 0.65 acre for small dogs) and has two picnic shelters, drinking water, fencing, and an unimproved parking lot. The dog park is accessed off South A Street to the east, with a small parking lot and gate located on the west side off Government Way. City of Spokane Parks and Recreation (CSPR) seeks to improve pedestrian and vehicular access to the park, increase the number and quality of amenities, and expand the area of the dog park. Garco Construction, under contract with Spokane Public Schools, will construct the improvements to the park.

Our understanding of the project is based on our conversations and email correspondence with you, and the Schematic Landscape Plan prepared by AHBL dated April 10, 2024.

Our assumptions for the project are as follows:

- Permitting and design will not be phased or broken into multiple permit and/or bid packages. We can revise the proposal, as requested, to address any required phasing or bidding of the project.
- Twenty parking stalls are proposed: therefore, SEPA will not be required.
- We assume street frontage improvements will not be required, and therefore are not included.
- Our Construction Documents scope and fee allow for up to two bid alternate items in the construction plans. Additional bid alternates can be included as supplemental services.
- Wetland and shoreline permitting, as well as mitigation, will not be required.
- Irrigation plans will not be required by the permitting agency.
- Geotechnical report will be provided by the City.

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



- Divisions 00 and 01 specifications will be provided by the City.
- City Purchasing will post and advertise bid plans and administer the bidding process.
- The City 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 the City.

Civil Engineering – 2230645.10

Civil Design Development (DD) – Task 12

1. Meet bi-weekly with City staff to review, discuss, and develop the design, including review of issues and action items. We have assumed three months of meetings starting after the pre-development meeting.
2. Prepare base sheets for design drawings using the topographic survey and the architectural site plan.
3. Perform site visit and research available public information regarding development of the site, including topography, existing utilities, basin plans, and critical areas. This work will be performed to identify any site development constraints and validate the previously completed Schematic Design (SD) work.
4. Prepare a site clearing and demolition plan.
5. Prepare plans and supporting details for a Temporary Erosion and Sedimentation Control (TESC) plan. We will prepare a Construction Stormwater Pollution Prevention Plan (CSWPPP) and erosivity waiver certification, as required by the City and the Department of Ecology (Ecology).
6. Prepare site grading plan. Provide finish grade elevations for the site improvements and coordinate design elevations with the architect and landscape architect. Site wall tops and bottoms will be specified, as needed, but this scope does not include the structural design of retaining walls, which should be designed by a structural engineer. This scope of work will include earthwork calculations for permitting purposes only.



7. Prepare plans and calculations for a storm drainage plan, as required by the Ecology *Stormwater Management Manual for Eastern Washington (SWMMEW)*, as adopted by City of Spokane. This design will address onsite stormwater runoff collection, flow control, and water quality treatment.
8. Prepare a horizontal control plan for the site improvements. This work includes appropriate dimensioning to locate site features, hardscape, and civil utilities, and to locate the proposed building based on building gridline intersections provided by the architect.
9. Prepare an onsite surfacing, striping, and signage plan with supporting details for asphalt paving, concrete curbs and walks, driveways, ADA ramps, pavement markings, and vehicle-related signage.
10. Prepare plans for an onsite domestic water service to serve the site from the existing service or nearby mains in the public right-of-way. Offsite water main improvements are not expected at this time, and therefore are not included in this scope.
11. Prepare schematic level site plan layout of proposed gas, electrical, communications, and other dry utility services for coordination purposes. Dry utility design shall be completed by and be the responsibility of the utility purveyors. Dry utility purveyors to provide final design layouts in CAD for AHBL's inclusion in water, sewer, and/or storm plans for information/coordination purposes only.
12. Coordinate with the owner during design and attend design meetings. This scope assumes 10 hours.
13. Prepare three-part CSI format technical specifications for civil site work. These specifications will be provided for inclusion into the Project Manual prepared by the architect.
14. Submit progress sets to the architect at project milestones for coordination and owner review. The following products will be prepared at the end of the DD phase.
 - Cover Sheet
 - Site and Utility Demolition Plan
 - Site Paving Plan and Pavement Markings Plan
 - TESC Notes and Details
 - Drainage and Grading Plan
 - Water Plan
15. This proposal includes plan revisions to address comments from agency reviews. If the agency requests changes that contradict their design standards or information they provided at a pre-design conference, this may result in a change of scope.
16. Prepare cost estimates for civil related items. Cost estimates will be included at the DD and Construction Document (CD) intervals.



Civil Construction Documents (CD) – Task 13

17. Submit progress sets to architect at project milestones for coordination and owner review. The following products will be prepared at the end of the DD and CD phases, unless indicated otherwise:
- Cover Sheet
 - Site and Utility Demolition Plan
 - Site Paving Plan and Pavement Markings Plan
 - TESC Notes and Details
 - Drainage and Grading Plan
 - Water Plan
 - Drainage Report and Construction Stormwater Pollution Prevention Plan (CSWPPP)

Parking Expansion Concept Grading – Task 14

18. Prepare schematic level site grading plan layout for the future parking expansion to provide adequate grading and stormwater facilities. This scope of work will include earthwork calculations to verify the expansion area is balanced.

Permitting – Task 15

Permitting is influenced by factors outside of our control; therefore, we have estimated the time that will be required. Additional time beyond two rounds of comment review will be billed on a time and expense basis. We will review any agency comments with you prior to making changes.

19. Coordinate with the Building and Planning Department to define the development requirements. This task includes discussions with you to review agency comments.
20. Revise the plans as necessary to address City comments related to preliminary entitlement and final design. For budget purposes, we have assumed two rounds of comment review and response cycles.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Construction Phase Services – Task 16

21. Respond to civil related Requests for Information (RFIs) and review civil related material submittals.
22. Complete site visits during construction to ensure the intent of the design is being met. We have estimated 16 hours for this task.
23. Complete one site visit post construction for the final punchlist. We have estimated 3 hours for this task.

This scope of work will be billed on a time and expense basis, with an estimate provided below.



Landscape Architecture – 2230645.40

Landscape Construction Documents (CD) – Task 42

1. Prepare for and facilitate weekly owner coordination meetings with CSPR staff for project development and coordination. Because of the need to expedite the permit set submittal, we have assumed six weeks of meetings.
2. Upon approval of Schematic Plan, prepare 90% level site, hardscape, site furnishings, planting, and irrigation CDs with associated details. Plans will be prepared on CSPR title blocks following a format similar to Beacon Hill Trailheads. The following landscape plans with associated details are anticipated at the CD Phase:
 - Cover Sheet
 - Landscape Notes and Symbols
 - Landscape Layout Plan(s) and Site Details
 - Site Furnishing Details
 - Planting Plan(s) and Details
 - Irrigation Plan(s) and Details
3. Prepare an opinion of probable construction cost.
4. Prepare three-part CSI specifications for landscape, irrigation, and miscellaneous site furnishings related work.
5. Assemble the City's Divisions 00 and 01 sections with the design team's Divisions 02 through 33 sections into the Project Manual.

Permitting – Task 43

Permitting is influenced by factors outside of our control; therefore, we have estimated the time that will be required. Additional time beyond two rounds of comment review will be billed on a time and expense basis. We will review any agency comments with you prior to making changes.

6. Coordinate with the Building and Planning Department to define the development requirements. This task includes discussions with you to review agency comments.
7. Revise the plans as necessary to address City comments related to preliminary entitlement and final design. For budget purposes we have assumed two rounds of comment review and response cycles.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Construction Phase Services – Task 44

8. Respond to contractor-initiated questions during construction as they relate to landscape design. We have estimated 12 hours for this task.
9. Review landscape related product submittals and shop drawings, and report findings to the owner and architect. We have estimated 6 hours for this task.



10. This task allows for a total of four site visits:
 - a. Two site inspections (including site observations with report) during construction to ensure the intent of the design is being met, including hardscape layout and fencing layout. We have estimated 6 hours for this task.
 - b. Two site visits post construction (one punchlist visit and one follow-up/back-punch visit). We have estimated 8 hours for this task.
11. Prepare final letter of substantial project conformance/completion.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Reimbursable Expenses – Task 90

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.

Optional Services

Civil Engineering – 2230645.10

Design Review Board Assistance

1. Review applicable City policies for project entitlements related to the Design Review process.
2. Assist Landscape in preparation of application form, project summary, context analysis, site analysis, and concept plans for a standard application or administrative application process.
3. Attend two meetings of the Design Review Board.
4. Review Design Review Board recommendations and provide analysis of the impacts to site design.

Landscape Architecture – 2230645.40

Design Review Board Assistance

1. Review applicable City policies for project entitlements related to the Design Review process.
2. Prepare application form, project summary, context analysis, site analysis, and concept plans for a standard application or administrative application process.
3. If needed for a standard process, prepare updated application exhibits and a site plan, conceptual planting and grading plans, and 3D view for the recommendation meeting.



4. Prepare PowerPoint slides or PDF graphics for the workshop and recommendation meetings and attend meetings to assist City staff with the process.
5. Review Design Review Board recommendations and provide analysis of the impacts to site and landscape design.

Lighting Coordination

6. Coordinate with the owner and design team for an Avista Utilities provided utility-owned street and parking lot lighting. We have estimated 6 hours for this task. If City-owned service and light fixtures are required, we can prepare a supplemental services agreement to change the scope. This scope of work will be billed on a time and expense basis, with an estimate provided below.

Billing Summary

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Civil Engineering - 2230645.10			
Items 1-16	Civil Design Development	T-12	\$7,000
Item 17	Civil Construction Documents	T-13	11,000
Item 18	Parking Expansion Concept Grading	T-14	2,500
Items 19-20	Permitting (T&E est.)	T-15	3,500
Items 21-23	Construction Phase Services (T&E est.)	T-16	<u>3,500</u>
Subtotal			\$27,500
Landscape Architecture - 2230645.40			
Items 1-5	Landscape Construction Documents	T-42	\$16,000
Items 6-7	Permitting (T&E est.)	T-43	2,500
Items 8-11	Construction Phase Services (T&E est.)	T-44	<u>3,500</u>
Subtotal			\$22,000
Reimbursable Expenses (T&E est.)		T-90	\$650
GRAND TOTAL			\$50,150

Optional Services

Civil Engineering - 2230645.10

Items 1-4	Design Review Board Assistance	\$1,500
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Landscape Architecture - 2230645.40

Items 1-5	Design Review Board Assistance	\$3,000
Item 6	Lighting Coordination (T&E est.)	\$1,000



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, e.g., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- 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 the publication of legal notices in the newspaper.
- j) Costs associated with the preparation and installation of public notice signs.
- k) Costs associated with title reports or other legal documents.
- l) Costs associated with substantial redesign after preparation of design development drawings.
- m) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- n) Additional inspections that are a result of contractor non-compliance to the plans or specifications.



- o) Design of any site features, such as retaining walls, landscape seat walls, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- p) Mechanical or electrical services.
- q) Development of an opinion of probable construction costs.
- r) Preparation of documents using metric units of measure.
- s) Except as noted in the scope of work, preparation of record drawings at the end of construction, together with a Letter of Completion, if required by the lead agency.
- t) Dividing the design work into more than one phase of work.
- u) Design of septic system.

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 prepare your standard contract. Our receipt of the signed contract or your written authorization 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/SB/lsk

c: Skylar Brower, Erick Fitzpatrick - AHBL
Accounting

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Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Darren Chu / pedestrian access easement / Grant Park (in-kind improvement).		
Begin/end dates	Begins: 06/13/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
<p>Pedestrian access easement across a small portion of Grant Park to facilitate emergency egress onto park property from the adjacent business (Indicana) patio as required by the City planning & building services division. This easement was discussed by the land committee in September of 2023, and the park board was amenable to the drafting of an easement agreement. Since that time the private party has been renovating the adjacent property to open a restaurant and is returning with the formal request for an access easement agreement.</p> <p>In accordance with the draft 'alternative use on park property' policy, applicant has prepared responses to the draft 'application form for alternative use on park land' for park board review.</p>			
Motion wording:			
Motion to approve access easement with Darren Chu for pedestrian access across park land at Grant Park (in-kind improvement)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Darren Chu - Property Owner			
Name: Darren Chu		Email address: TBD	Phone:
Distribution:			
Parks – Accounting		Patty Kells	
Parks – Sarah Deatrich		Chip Overstreet (chipoverstreet@gmail.com)	
Requester: Nick Hamad		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: in-kind improvement		Budget code: TBD	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

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

ACCESS EASEMENT

This Access Easement (“Easement”) is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington (“City” or “Grantor”), and DARREN L. CHU, a Washington limited liability company; dealing in his sole property (“Grantee”), hereinafter jointly referred to as “Grantee”.

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Number 35204.2604 which is more fully described in Exhibit “A” attached hereto (“Park Property”); and having an abbreviated legal description as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.

WHEREAS, Grantee owns certain real property known as Spokane County Parcel Number 35204.2628, which is more fully described on Exhibit “B” attached hereto (“Benefitted Property”); and

WHEREAS, Grantee has requested an easement for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel, over a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”); and

WHEREAS, Grantee has requested an easement to facilitate the installation, operation and maintenance for a private walkway access to the northern portion of their parcel, using a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”).

NOW, THEREFORE, in consideration of tree work, public access improvement and maintenance, the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantee a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing access ingress, egress and landscaping (the "Access Easement"), and over, through, and across those portions of the Park Property described in Exhibit "A" for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel (the "Access Easement"), and for no other purposes. Collectively, the Access Easement may be referred to hereinafter as the "Easement".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantee(s), at all times, to enter the Access Easement for the purpose of a required secondary egress and landscaping from the building to their northern portion of their parcel a required secondary egress from the building to their northern portion of their parcel to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

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

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

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easement. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easement,

Grantee(s) shall restore Park Property and Grantor's surrounding property to the condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement area.

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

D. Grantee(s) shall construct and maintain all improvements within the Easement to the standards required by all authorities having jurisdiction. Access improvements shall include a hard surfaced walkway/access, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

E. Grantee(s) shall maintain trees immediately adjacent to the west property line of Grantee(s) property (adjacent to sport court) in accordance with City of Spokane Urban Forestry standards for the duration of this easement.

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

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

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

6. Miscellaneous Provisions.

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

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

C. The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall prune and/or remove trees and understory vegetation immediately west of Grantees property (adjacent to sport court) in accordance with the recommendations of City of Spokane Urban Forestry staff and Parks Department Landscape Architect. This work is intended to open views into the park from the private property and improve the general security of this location.

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

8. Insurance. At all times during the term of this Easement, Grantee(s) shall maintain in force at its own expense, General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this lease. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Lessee's occupancy of the premises under this lease; and

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

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

/

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/
/

Dated this _____ day of _____, 2023.

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

GRANTEE:

DARREN L CHU

By: _____
Its: _____

Darren L Chu

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that GARRETT JONES and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as

the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

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

Appointment expires: _____

STATE OF WASHINGTON :
 : ss.
 County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ DARREN L CHU signed this instrument,

(Print name)

on oath state that (she/he/they) is/are authorized to execute the instrument as the
PROPERTY OWNER

(Position/Title)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

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

STATE OF WASHINGTON :

County of Spokane : ss.
:

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

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

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

STATE OF WASHINGTON :
: ss.
County of Spokane :

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

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

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

Exhibit A

Legal Description and Depiction of City Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.



Exhibit B

Legal Description and Depiction of Grantees's Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43 THE NORTH 50 FEET OF LOTS 23-24 BLOCK 1; TOGETHER WITH THE SOUTH 10 FEET OF LOT 1 BLOCK 1 OF COOK AND BYERS ADDITION.

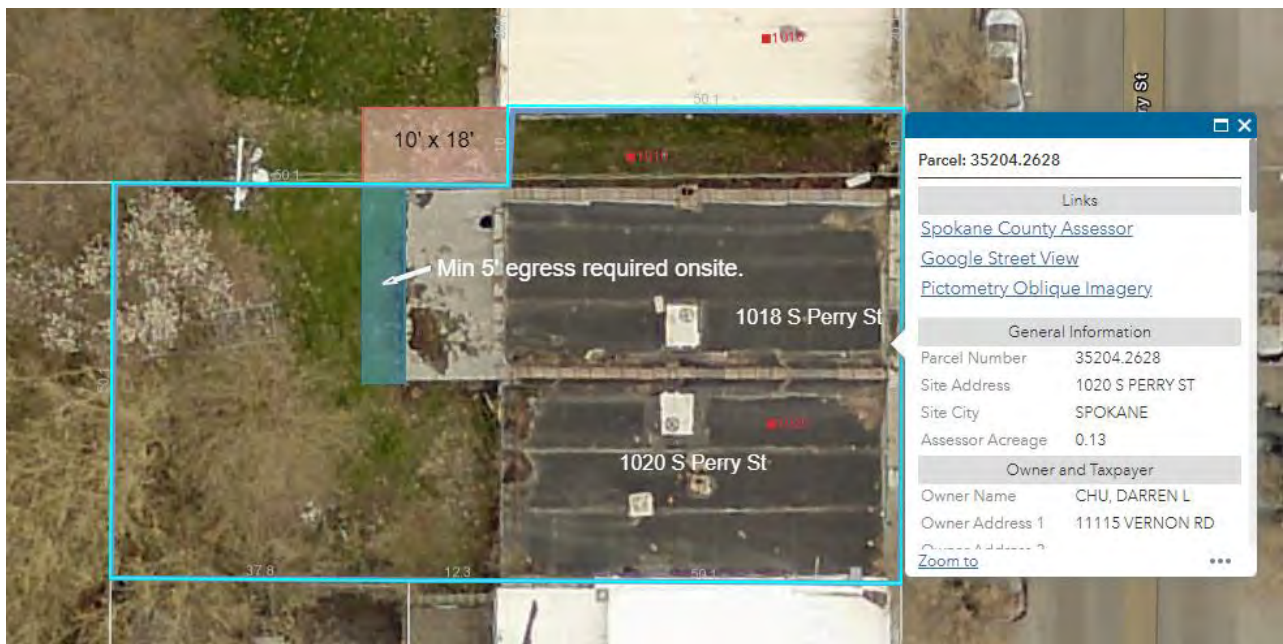


Exhibit C

Legal Description and Depiction of Access Easement



DRAFT Application Form – Alternative Use on Park land

The purpose of this form is to gather the relevant information regarding applications proposing 'Alternative Use' on city owned park property. Completed applications will be reviewed by the City Park Board for a determination regarding whether the requested proposal should be accepted or rejected.

All requested materials are to be submitted electronically.

1. Applicant Information

- a. Applicant Name: Darren Chu
- b. Applicant Organization (if applicable): N/A
- c. Contact Email address: chuisnot@hotmail.com
- d. Contact Mailing address: 11115 Vernon Rd, Lake Stevens, WA 98158
- e. Contact Phone: 503-380-7020

2. Park Property Affected by Proposal

- a. Park Name: _____ Grant Park
- b. Site Address: _____ 1324 W 10TH AVE
- c. Parcel number(s): _____ 35204.2604
- d. Approximate amount of park area impacted by proposal: 10'x18' (180sf)
- e. Park Classification & Intended Use (*city staff*): Neighborhood Park
- f. Attach a map of the approximate park area impacted by the proposal (*city staff*): attached

3. Proposal Classification / Proposed Type of Alternative Use (select which apply)

- a. Access across park land – vehicular
- b. Access across park land – pedestrian or bicycle**
- c. Utility installation – At or above ground level
- d. Utility installation – Underground
- e. New construction – Permanent Structure
- f. New construction – Temporary Structure
- g. Other

4. Applicant Proposal for Alternative Use

- a. Briefly describe the proposed alternate use on park land, taking care to explain why the usage of public park property is required, and the intended benefit to the applicant and the city park system.

The 18'x10' section of park property is currently unused, or lightly used by park patrons, as it is adjacent to the back of businesses and has no real use. The 18'x10' section is required to allow egress from the building in the event of a fire. The city park system benefits by having a derelict building transformed into two businesses with beautiful back patios, and both businesses have very credible owners with proven track records of success in Spokane.

- b. Is the proposed action primarily intended to benefit a private use on or near a park, or is it intended to benefit a public use on or near a park, or both? (select one)
- i. Private use
 - ii. Public use
 - iii. **Both**
 - iv. If selected 'private' or 'both', describe the private use proposed and describe how the applicant will improve or enhance public park function as a result of the action.

The 18'x10' section of park property that enables egress will be available for public or private use. Neither the owner nor the tenants will place any furniture or other object in this section, it will be open for use by anyone.

- c. What is the proposed time duration for the alternative use
- i. Temporary, <1 year
 - ii. Temporary, >1 year, <10 years
 - iii. Temporary, >10 years (enter length)
 - iv. **Perpetual**
- d. Will this proposal displace an existing developed park use?
- i. Yes/no: **No**
 - ii. If yes, please describe the specific use(s) or facility displaced and detail the specific relocation, improvement or compensation proposed to ensure public park functionality or access is restored and improved by this action: **N/A**
- e. Will this proposal disturb or develop previously undisturbed natural land?
- i. Yes/No: **No**
 - ii. If yes, please describe the specific park area disturbed or developed and the restoration or compensation proposed to ensure public park natural area is restored or enhanced by this action. **N/A**
- f. Will this proposal remedy an existing problem within the park, repair a damaged or neglected portion of the park, or enhance the public functionality within the subject park?
- i. Yes/No: **Yes**
 - ii. If yes, please describe the specific improvement.
The building that is being renovated has been vacant for approximately 10 years, and it has been a security concern for park residents and neighbors. The back space adjacent to Grant Park had been used often by the homeless, and at least once arrests were made of individuals cooking crystal meth in the basement. By the time the project is completed, over \$500,000 will have been invested in the building by the owner and the tenants to dramatically beautify the building and remove the likelihood of homeless occupation or illegal drug usage.

- g. Is the use of public park land required to meet the applicant's desired goal, or can a similar outcome be achieved without the use of public park land?
 - i. Yes, there are alternatives to the use of park land
 - ii. **No, use of park land is required**
- h. Please summarize how this proposal will result in a 'quantifiable net improvement' to the city's public park system.

Please see paragraph above in response to question "f"

5. Staff Provided Information

- a. Is this park property subject to any deed restrictions? If so, please list. **No**
- b. Was this park property acquired or improved using any State or Federal grant funding? If so, please list. **No**
- c. Does the proposed action align with the goals, objectives and strategies of the current adopted park system master plan?
- d. Staff comments on application.
- e. What is the existing use & condition of the specific portion of park land impacted by this proposal?
 - i. Provide a map or aerial view of the proposed use area.
 - 1. Map provided