



Spokane Park Board Land Committee

3:30 p.m. Wed., Mar. 04, 2026

In-person: Ponderosa Room, Finch Arboretum
3404 W. Woodland Blvd, Spokane, WA 99224

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2482 641 1287

Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair

Sally Lodato

Doug Kelley

The Land Committee meeting will be held in-person in the **Ponderosa Room, Finch Arboretum 3404 W. Woodland Blvd, Spokane, WA 99224** and virtually via WebEx at 3:30 p.m. Wednesday, Mar. 04, 2026. 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 **2482 641 1287**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Mar. 04 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. [Bozco Construction / 2026 Park Building Re-Roof Project \(\\$49,900.00 + 10% administrative reserve & tax\)](#) – Nick Hamad

Discussion Items:

Unfinished Business Items:

Alternate Use Requests:

Standing Report Items:

1. [Green Area Maintenance MOU Update](#) – Al Vorderbrueggen

Adjournment

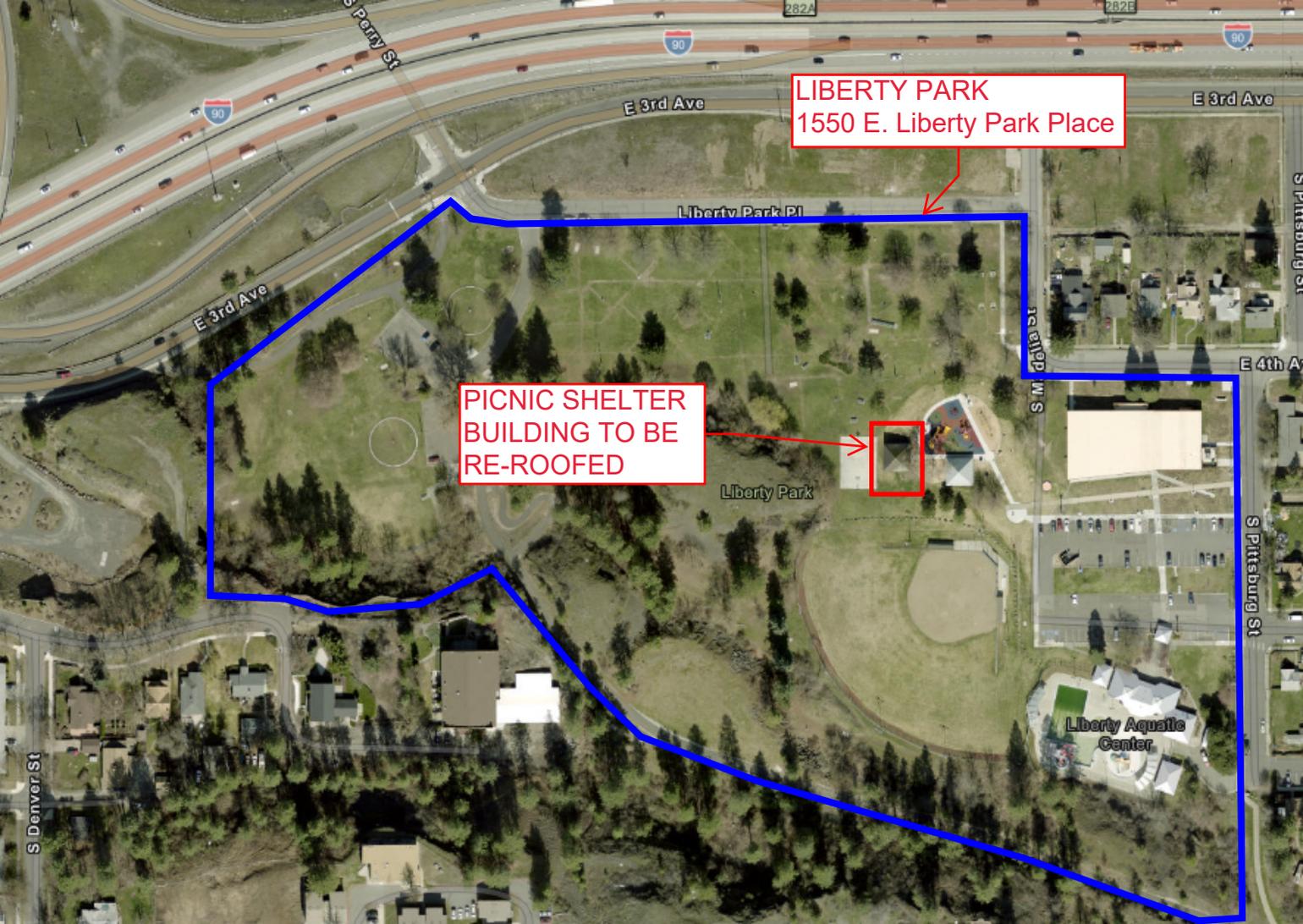
AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: March 4, 2026	
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 K; Objective 1	Master Plan Priority Tier:	First (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Bozco Construction LLC. / 2026 Park Building Re-Roof Project (\$49,900.00 +10% administrative reserve & tax)		
Begin/end dates	Begins: 03/12/2026	Ends: 02/01/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>This action proposes a awarding a contract to the apparent low bidder, Bozco Construction, LLC. for the bid scope of work to remove and replace the roofing atop (2) park buildings in need of roof replacement. These buildings include:</p> <ul style="list-style-type: none"> -The Manito Park Japanese Garden Pond Restroom Building Roof -The Liberty Park Picnic Shelter Roof <p>The contract also includes a 10% administrative reserve atop the contractor's bid price, to account for unanticipated repairs which may be encountered.</p> <p>\$22,000.00 of this contract value will be funded by a reimbursable CDBG grant, intended to fund a portion of the Liberty Park Picnic Shelter roof. The remaining project cost will come from park levy funds.</p>			
Motion wording:			
Motion to approve Bozco Construction, LLC. contract for the 2026 Park Building Re-Roof Project in the amount of \$49,900.00 + a 10% administrative reserve & tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Bozco Construction, LLC.			
Name: Pete Bozin		Email address: petebozin@gmail.com	Phone: 509-499-1387
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$27,900.00		1950-54920-94760-56504-48067	
\$22,000.00 (CDBG reimbursable)		1950-54920-94760-56504-48057	
\$4,990.00 (admin reserve)		1950-54920-94760-56504-48067	
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 checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 603-050-025 Business license expiration date: 9/30/26		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



LIBERTY PARK
1550 E. Liberty Park Place

**PICNIC SHELTER
BUILDING TO BE
RE-ROOFED**

**Liberty Aquatic
Center**





16th Ave

17th Ave

18th Ave

st Ave

d Ave

25th Ave

Ilan St

Browne St

ST

ST

E 17th A

BERNARD ST.

RESTROOM
BUILDING TO BE
RE-ROOFED

MANITO PARK
2011 S. Bernard

Manito Park

Manito Boulevard
Parkway

S Manito

E 25th



Bid Response Summary

Bid Number IPWQ 6507-26
Bid Title 2026 Park Building Re-Roof Project (Fed CDBG Funded)
Due Date Monday, February 23, 2026 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Bozco Construction, LLC
Submitted By bozco@q.com bozco@q.com - Monday, February 23, 2026 2:54:12 PM [(UTC-08:00) Pacific Time (US & Canada)]
 bozco@q.com

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1. BACKGROUND	Complete removal and replacement of existing roofing, underlayment, flashing and accessories on two (2) Park Department outbuildings. The first is a small restroom building within Manito Park adjacent to the Japanese Garden and the second is a picnic shelter within Liberty Park adjacent the playground.	I agree
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Monday, February 23rd, 2026.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. FEDERAL FUNDING	This project is funded by the federal Community Development monies. Contractors are warned to take into consideration applicable federal requirements, including federal and state prevailing wages, in making their Bid and performing the work. Refer to section 10 for federal provisions.	I acknowledge and agree
10. FEDERAL & STATE PREVAILING WAGE REQUIREMENTS	This scope of work for this project is governed under Washington State prevailing wage rules under RCW 39.12 and Federal Davis Bacon rules as defined in the attachments.	I acknowledge and agree
11. DEBARMENT	The Contractor shall be 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.	I understand and I agree

<p>11. BUSINESS REGISTRATION REQUIREMENT</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p>	<p>I acknowledge and agree</p>
<p>MISCELLANEOUS DOCUMENTATION UPLOAD</p>	<p>Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.</p>	
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p>1. SCOPE OF WORK</p>	<p>Contractor shall be responsible for all permits, permit submittals, tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete</p>	<p>I acknowledge and agree</p>
<p>2. SCOPE OF WORK</p>	<p>• BASE BID: (2) ROOF REPLACEMENTS o Summary: Removal and replacement of existing roofing atop (2) existing park buildings, as noted below:</p>	<p>I understand and I agree</p>
<p>3. SCOPE OF WORK</p>	<p><input type="checkbox"/> Building 1: Manito Park Japanese Garden Restroom Building Roof • Address: 2011 S. Bernard Street Spokane, WA 99203 • Approximate Roof Area: +/-580 square feet. • New Roofing Type: 50-year asphalt fiberglass shingles atop new underlayment per detailed specifications below.</p>	<p>I agree and acknowledge</p>
<p>4. SCOPE OF WORK</p>	<p><input type="checkbox"/> Building 2: Liberty Park Picnic Shelter Building Roof • Address: 1550 E. Liberty Park Place Spokane, WA 99202 • Approximate Roof Area: +/-1,400 square feet. • New Roofing Type: Pre-finished metal batten seam roofing, match style to adjacent restroom building</p>	<p>I agree and acknowledge</p>

5. SCOPE OF WORK	<p>o General Information: <input type="checkbox"/> Contractor is responsible for field verifying the project scope, conditions, and dimensions of area to be re-roofed prior to submitting a quote / bid. <input type="checkbox"/> All work shall comply with all applicable local code, International Building Code (IBC) and manufacturer's written installation instructions. <input type="checkbox"/> Contractor to submit all products to be used for owner review and approval prior to commencement of work.</p>	I agree and acknowledge
6. SCOPE OF WORK	<p>o Permits <input type="checkbox"/> Contractor to secure all required permits. Contractor to include cost of permit application, permit fees, inspections, permit closeout, and miscellaneous permit coordination as a part of the project bid. <input type="checkbox"/> Contractor shall provide to owner proof of permit receipt prior to construction and passing of final inspection prior to project final completion & acceptance.</p>	I agree and acknowledge
7. SCOPE OF WORK	<p>o Hazardous Materials survey and Abatement <input type="checkbox"/> Contractor to provide AHERA compliant Hazardous Materials Survey and report prior to commencement of work. <input type="checkbox"/> No abatement work to be included in project base bid. <input type="checkbox"/> Pricing for abatement to be furnished in Bid Alternate #2 – Asbestos Abatement per square foot.</p>	I agree and acknowledge
8. SCOPE OF WORK	<p>o Demolition <input type="checkbox"/> Contractor to properly remove and dispose of the existing roof system and accessories to the structural deck. <input type="checkbox"/> Dispose of all materials per all Federal, State and local guidelines. <input type="checkbox"/> Facilitate roof deck inspections as required by all applicable code and local jurisdiction.</p>	I agree and acknowledge
9. SCOPE OF WORK	<p>o Sheathing <input type="checkbox"/> Clean & photo document roof deck. <input type="checkbox"/> Bring to the attention of the Owner's Representative any damage and/or deteriorated sheathing / roof deck requiring replacement. <input type="checkbox"/> Replace all dry rot including; wood decking, wood fascia, wood nailers, etc. <input type="checkbox"/> Include replacement of 10% of structural decking / sheathing in base bid price. • Any replacement required beyond 10% noted above shall be included in Bid Alternate #1 – additional roof sheathing replacement, per each. <input type="checkbox"/> Sheathing shall be 5/8" thick APA rated plywood Sheeting Exposure 1 (CDX).</p>	I agree and acknowledge
10. SCOPE OF WORK	<p>o Underlayment & Ice Shield</p>	I acknowledge and agree

<p>10a. SCOPE OF WORK</p>	<p><input type="checkbox"/> Manito Park Japanese Garden Restroom</p> <ul style="list-style-type: none"> • Supply and install asphalt-saturated organic felt shingle underlayment compliant with ASTM D226, Type II (No. 30 Asphalt Felt) o Felt shall be 'MaxFelt 30' as manufactured by Max Roofing Products or approved equal. • Supply & install self-adhering protective ice shield along roof eave's edge, extend up the roof deck as required to ensure coverage above exterior wall of restroom building as required by code. o Ice barrier shall be a self-adhering polymer modified bitumen sheet, 'Winterguard Granular' membrane as manufactured by CertainTeed Corporation or approved equal. 	<p>I agree and acknowledge</p>
<p>10.b. SCOPE OF WORK</p>	<p><input type="checkbox"/> Liberty Park Picnic Shelter Building</p> <ul style="list-style-type: none"> • Supply and install synthetic underlayment compliant with ASTM E108, 48" wide minimum. • Supply & install self-adhering protective ice shield along roof hips per details. o Ice barrier shall be a self-adhering, high temperature sheet: minimum 40 mils thick, specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer. 	<p>I understand and I agree</p>
<p>11. SCOPE OF WORK</p>	<p>o Shingles & Metal Roofing</p>	<p>Yes</p>
<p>11.A. SCOPE OF WORK</p>	<p><input type="checkbox"/> Manito Park Japanese Garden Restroom</p> <ul style="list-style-type: none"> • Supply & install new granule surfaced asphalt shingles atop entire roof deck. • Shingle shall be 'Presidential Shake TL' shingles in 'aged bark color' as manufactured by CertainTeed Corporation. o Submit sample for owner approval prior to installation. 	<p>I understand and I agree</p>
<p>11.b. SCOPE OF WORK</p>	<p><input type="checkbox"/> Liberty Park Picnic Shelter Building</p> <ul style="list-style-type: none"> • Prefinished batten seam roof panel and fascia to match existing style & color of adjacent restroom & liberty park buildings. 	<p>I understand and I agree</p>
<p>12. SCOPE OF WORK</p>	<p>o Venting & Roof Penetrations</p> <p><input type="checkbox"/> Supply & install new intake and exhaust vents in accordance with Section 1203.2 of IBC and manufacturer's written instruction.</p> <p><input type="checkbox"/> Property flash all penetrations, pipes, curbs, etc. per manufacturers guidelines.</p>	<p>I understand and I agree</p>

13. SCOPE OF WORK	o Accessories <input type="checkbox"/> Supply & install all new roof accessories (metal flashing, counterflashing, hip caps, drip edge, drain outlets, collars, fasteners, etc.)	I understand and I agree
14. SCOPE OF WORK	o Painting <input type="checkbox"/> Supply and apply 1 coat new exterior, commercial grade latex paint to wood fascia after installation of new roofing, sanding and preparing wood per paint manufacturer's written instruction prior to painting.	I understand and I agree
15. SCOPE OF WORK	o Demobilization & Cleanup <input type="checkbox"/> Remove and dispose of all construction debris and deleterious materials from project area after roof installation. <input type="checkbox"/> Repair any damage to the existing landscape, hardscape, park grounds, or structures caused by construction activity.	I understand and I agree
16. SCOPE OF WORK	o Warranty <input type="checkbox"/> Contractor shall provide a written ten (10) year warranty on all roofing installation and the manufacturer's warranty for the lifetime of the roofing product.	I understand and I agree
17. SCOPE OF WORK	<ul style="list-style-type: none"> • BID ALTERNATE 1: ADDITIONAL ROOF SHEETING REPLACEMENT, PER EACH o Provide 'Per Each' price for the removal, disposal, supply and installation of (1) new 4' x 8' sheet of structure roof sheathing / decking. o Sheathing shall be 5/8" thick APA rated plywood Sheeting Exposure 1 (CDX). o This alternate shall be used only if is it necessary to replace sheathing / decking above and beyond the 10% of decking including in the project base bid pricing. 	I understand and I agree
18. SCOPE OF WORK	<ul style="list-style-type: none"> • BID ALTERNATE 2: ASBESTOS ABATEMENT PER SQUARE FOOT o Provide square foot (sf) price for the permitting, removal disposal, monitoring & complete abatement of asbestos laden materials encountered during construction activity. o Removal shall comply with the requirements of the Spokane Regional Clean Air Agency. o This alternate shall only be used if asbestos laden materials which require abatement are encountered during hazardous materials testing. 	I understand and I agree
19. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work by August 31, 2026.	I acknowledge and agree

<p>20. LIQUIDATED DAMAGES</p>	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p>	<p>I acknowledge and agree</p>
<p>21. INTENT OF SPECIFICATIONS</p>	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	<p>I acknowledge and agree</p>
<p>22.a WASHINGTON STATE RETAIL SALES TAX</p>	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	<p>I acknowledge and agree</p>
<p>22.b WASHINGTON STATE RETAIL SALES TAX</p>	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	<p>I acknowledge and agree</p>
<p>23. PERMITS</p>	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	<p>I acknowledge and agree</p>

24. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
25. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
26. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
26.a INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
26.b INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$2,000,000.00 in order to meet the insurance coverages required under this Agreement; and	I acknowledge and agree

<p>26.c INSURANCE</p>	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>26.d INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>
<p>27. INSURANCE</p>	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.</p>	<p>I acknowledge and agree</p>

28. PERFORMANCE BONDS

The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

I acknowledge and agree

29. RETAINAGE

Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:

I acknowledge and I agree

<p>30. RETAINAGE</p>	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	<p>I acknowledge and I agree</p>
<p>31. Proprietary Information</p>	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I understand and I agree</p>
<p>32. Bid Protest</p>	<p>Pursuant to SMC 07.06.155</p>	<p>I understand and I agree</p>
Empty row for signature		

33. Bidder
Responsibility Criteria
(Supplemental)

A bidder will be deemed not responsible if:
A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision. As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility. The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative. If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is

I understand and I
agree

therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

SECTION III. TECHNICAL REQUIREMENTS		
Section A - General	Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.	I understand and I agree
2	If you do not agree with anything listed in the information listed above - please list that information here.	
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid 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 submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BOZCOCL905PL

CONTRACTOR RESPONSIBILITY	U.B.I. Number	603050025
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	38847800-7
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603050025
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	BOZCOCL905PL
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&'s Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	0
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	Yes
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Bozco Construction, LLC 12123 N. Freya St. Mead, WA 99021 peteb@bozcocllc.com 509-499-1387
MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	petebozin@gmail.com
BID BOND	Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here	Scan2026-02-23_144438.pdf

SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	Scan2026-02-23_143216.pdf
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	Remove & replace existing roofing atop two (2) existing park buildings (Lump Sum)	Base	JB	1.00	\$49,900.00	\$49,900.00	Forty Nine Thousand Nine hundred
	1.	Bid Alternate 1: Additional roof sheeting replacement, per each	Option	ea	1.00	\$100.00		One hundred
	2.	Bid Alternate 2: Asbestos abatement per square foot, per each	Option	sq	1.00	\$75.00		Seventy Five
Total Base Bid						\$49,900.00		

BID BOND
(Percentage)

Bond No. 67785654

KNOW ALL PERSONS BY THESE PRESENTS, That we Bozco Construction LLC
of P. O. Box 662, Mead, WA 99021

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of City of Spokane Parks & Recreation

~~of~~ _____, hereinafter referred to as the Obligee, in the amount of

Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
City of Spokane Parks & Recreation Project IPWQ #6500-26

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 23rd day of February, 2026.

Principal

Bozco Construction LLC

BY: Pete S. Bozco

Surety

WESTERN SURETY COMPANY

BY: [Signature]

Damien J Ramirez, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67785654

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Damien J Ramirez

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bozco Construction LLC

Obligee: City of City of Spokane Parks & Recreation

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67785654 is not issued on or before midnight of May 26th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

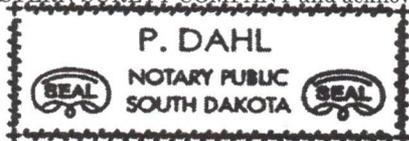
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of February, 2026.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 26th day of February, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



P. Dahl
Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SUBCONTRACTOR LIST

PROJECT NAME: 2026 Park Building Re-Roof

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 Bozco Const. LLC

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

INTERDEPARTMENTAL AGREEMENT BETWEEN PUBLIC WORKS,
STREETS, AND PARKS & RECREATION DEPARTMENTS REGARDING
GREEN AREA MAINTENANCE PROGRAM

THIS AGREEMENT is between the City of Spokane, Public Works Division, on behalf of the Water and Wastewater Management departments, located at Second Floor City Hall, 808 W. Spokane Falls Blvd, Spokane, Washington 99201, hereafter referred to as "Public Works", the City of Spokane Streets Department, located at 901 N. Nelson Street, Spokane Washington, 99202, herein referred to as "Streets", and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks"; collectively referred to as "Parties".

WHEREAS, the City of Spokane ("City") owns and operates a Water and Hydroelectric Utility pursuant to chapter 35.92 RCW and other applicable laws. The City also owns and operates a-Wastewater Utility pursuant to chapter 35.67 RCW and other applicable laws. Public Works operates the Water Department and-Wastewater Department as separate systems and enterprises; and

WHEREAS, the Street Department, generally is responsible for managing the City's street system, which encompasses much of the public right of way within the City boundaries; and,

WHEREAS, Public Works has traditionally maintained green spaces in the public right of way, including traffic medians, stormwater management facilities, and related facilities, which are directly appurtenant to and support utility infrastructure; and

WHEREAS, the City, through its Parks Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and manages thousands of acres of open/green space; and

WHEREAS, the Parks Department is the City's green area maintenance specialists and is well-suited to take on responsibilities for the green areas located near and within right of ways, gaining efficiencies of scale by consolidating this work with its regular park's maintenance activities; and

WHEREAS, currently there are hundreds of locations city wide that are being maintained by Public Works and Streets departments, which do not support Public Works or Streets activities and

WHEREAS, in 2024, Public Works and Parks established a pilot project which transferred maintenance responsibilities for green areas which abut traditional right-of-way and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding (Pilot Project); and

WHEREAS, as part of the Pilot Project, the Water Department established 4 employee positions (Irrigation specialist, Laborer II, Laborer I, and Gardener) to support the maintenance of the green areas, and the Parties agree should be transferred to the Parks Department under this Agreement; and

WHEREAS, the City's budget for 2026 includes funding for two (2) new positions (Irrigation Specialist and Facilities Maintenance Foreperson) in the Water Department for this work; these positions should transfer to the Parks Department; and

WHEREAS, coordination and consolidation of the individual green areas and right-of-way activities benefits Public Works, Streets, and Parks Departments, along with the citizens of the City of Spokane; and

WHEREAS, the Parties now wish to memorialize the Pilot Project and have negotiated terms and conditions to transfer the responsibility of caring for some of these facilities to Parks, outlined herein:

NOW THEREFORE, the Parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Public Works on behalf of Water and Wastewater is represented by the Director of Public Works. The Streets Department is represented by the Streets Director. Parks is represented by the Parks Board acting through the Parks Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
 - 2.1 Establishing a green area maintenance program to maintain the City's green areas within the public right of way to include without

limitation program plan development, project management, mowing, clean up, weed control, tree care, edging maintenance, etc.

- 2.2 Memorialize the Pilot Project established by the Parties on April 1st, 2024, which transferred maintenance responsibilities for areas abutting traditional right-of-way activities and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding.
3. DURATION: This Agreement shall remain in effect beginning April 1st, 2026 and shall remain in effect for a period of five (5) years. The Agreement may be extended upon written agreement by all Parties for an additional five (5) years. Either Party may provide the other Parties 30 days' notice to terminate the agreement. An annual review shall be conducted and program updates made accordingly. This annual review will include level of service, changes to the program, budget, addition of new properties, urban trees, and address any other necessary changes.
4. TERMS:
 - 4.1 Parks will be responsible for maintenance of green areas and natural areas located within or next to the right of way within the City's boundaries for the duration of this Agreement as identified in the following map:
[Green Area Maintenance Map](#)
 - 4.2 Maintenance of the designated areas abutting and located within the right-of-way shall include the following: program plan development; project management, mowing, clean up, weed control, tree care, edging maintenance, fertilizing, landscaping, etc. for identified City-owned properties located within the City's boundaries.
 - 4.3 The Water Department agrees that the 4 positions previously part of the pilot project should be transferred to the Parks Department (Irrigation specialist, Laborer II, Laborer I, and Gardener) upon execution of this Agreement and in accordance with the City process for budgeting.
 - 4.4 The Water Department agrees that the two (2) additional new position established in the 2026 budget should be transferred to the Parks Department (Irrigation Specialist and Facilities Maintenance Foreperson) in accordance with the City processes for budgeting.
 - 4.5 Water agrees to pay for water used for irrigation at the green area locations within the defined areas.

4.6 Parks, Public Works, and Streets staff shall work together with Integrated Capital Management and Engineering Services to develop irrigation and landscape standards for public rights of way to ensure ease of maintenance. The standards are to be considered when designing new projects.

4.7 New green areas that are constructed will be added annually to the list of locations to be maintained. Public Works will identify those locations at project design and provide Parks with written information. A request for the addition of the new sites shall be in writing to the Director of Parks and approved prior to work initiated on those sites.

4.8 Once new projects are identified, Public Works will work with Parks on short-term and long-term irrigation needs.

4.9 Any public complaints or issues regarding vegetation area maintenance received by 311 will be referred directly to the Parks Department to be addressed.

5. **PAYMENT:** As consideration, the Parties agree that Public Works and Streets together shall pay annually the sum of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) to Parks to maintain the areas traditionally maintained by Public Works and Streets. The funding of this program shall be one third (1/3) provided by Streets and two thirds (2/3) provided by Public Works.

Of this amount, \$650,000 will be applied to cover the salary and benefits of the listed positions for 2026. This contribution for labor will be increased at the start of subsequent years by the annual Cost of Living Allowance provided in the 270L collective bargaining agreement. The additional amount will be applied to cover maintenance, fuel, contracted arborists, and other operational costs along with the creation of a capital replacement fund, managed by Parks. This sum shall be reviewed and evaluated by all Parties on an annual basis and adjusted as necessary. Any modification of this amount shall be in writing, signed by all Parties.

In addition, upon execution of this agreement, the Water Department agrees to transfer the list of attached assets in Appendix "A" to the Parks Department to assist with completion of vegetation area maintenance activities. The Parks Department will be responsible for all costs associated with the maintenance of this equipment and future replacement costs.

6. **INDEMNIFICATION:**

6.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be

put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

6.2 Parks shall indemnify and hold harmless Public Works and Streets, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works and Streets, its employees and agents are determined to have acted negligently.

6.3 Streets shall indemnify and hold harmless Public Works and Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Streets, its employees and agents are determined to have acted negligently.

7. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: _____

CITY OF SPOKANE
PUBLIC WORKS DIVISION

Director

CITY OF SPOKANE
STREETS DEPARTMENT

Director

CITY OF SPOKANE
PARKS & RECREATION
DEPARTMENT

Director

PARK BOARD APPROVED: _____
Date

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Appendix A Transferred Equipment List

- Small equipment trailers
 - 429387 Landscaping Trailer
 - 429388 Landscaping Trailer
 - 429413 PJ Trailer For Ventrac
 - 429412 PJ Trailer for Spray Rig

- 2024 Ford Lightning
 - 429340
 - 429341
 - 429342
 - 429343 – Traded for Merkel F250

- Ford F550 Irrigation Truck w/Compressor
 - 427505 (replacing 426980)
 - 426980 (truck stolen and totaled, recovered and sent to auction)

- Ford F250 Pickup
 - 426236

- Chevy Colorado
 - 426988

- Chevy 1500
 - 424626

- Weed Trimmers
 - W1163
 - W1227
 - W1602
 - W1603
 - W1604
 - W1607
 - W1608
 - W2401
 - W2402
 - W2505

- Push Mowers
 - W1168
 - W1223
 - W2404
 - W2405
 - W2406
 - W2407
 - W2408
 - W2409
- Riding Mowers
 - WG199919
 - SCAG VRide II 36”
 - W2420
 - TORO Z Master 4000
 - W6281
 - TORO Z Master 5000
- Backpack Blowers
 - W1230
 - W1231
 - W2415
 - W2416
- Handheld Blowers
 - W1296
 - W2403
 - W2501
 - W2502
- Hedge Trimmer
 - W386
- Chainsaw
 - W2412
- Brush Hog
 - W2410
- Spray Buggie
 - W2414
- Leaf Vac
 - W2413
- Ventrac
 - W2418
- Ventrac Deck (Rough Cut)
 - W2417
- Ventrac Deck (Fine Cut)

- W2419

DRAFT