



Spokane Park Board Land Committee

3:30 p.m. Wed., Apr. 01, 2026

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

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2493 390 8644
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, Apr. 01, 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 **2493 390 8644**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Apr. 01 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Camco Construction, Inc. / B.A. Clark Park Restroom Renovation Construction](#) (\$138,774.67 plus 5% management reserve & tax) – Berry Ellison
2. [Bacon Concrete, Inc. / Franklin Park Pedestrian Pathway Construction](#) (\$282,000.00 including tax plus 10% management reserve) – Heather Smith
3. [South Perry Together / South Perry History Project MOU \(no cost\)](#) – Nick Hamad

Discussion Items:

Unfinished Business Items:

Alternate Use Requests:

Standing Report Items:

Adjournment

Agenda Subject to Change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 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: April 1, 2026	
Requester	Berry Ellison	Phone number: 509 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier:	Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Camco Construction, Inc / BA Clark Park Restroom Renovation (\$138,774.67 plus tax) and plus 5% management reserve		
Begin/end dates	Begins: 05/04/2026	Ends: 05/03/2027	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contract with apparent low responsive bidder Camco Construction, Inc. for the 'base bid' scope of work for the B.A. Clark Park Restroom Renovation project. Contracted scope includes improvements to the mens and womens restroom stalls to improve the function and aesthetics of the building while adding lighting and signage. The 'Alternate 1' scope of work is not included in the project.</p> <p>This project was included in the 2026 adopted park capital project list and is funded by the neighborhood park improvement levy. The renovation was designed with the assistance of a local Architect and has been approved for permit by City Planning & Development. City Purchasing solicited for bid and received two qualified Bids.</p> <p>Park Staff requests approval of the base bid project scope plus a 5% administrative reserve to cover any unforeseen conditions encountered during construction. The Alternate 1 scope will not be included.</p>			
Motion wording:			
Motion to approve Camco Construction, Inc construction contract for the 'BA Clark Park Restroom Renovation' project in the amount of \$138,774.67 (plus tax), plus 5% management reserve.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Camco Construction, Inc			
Name: Leif Challender		Email address: leif@camcoconstruction.net	Phone: 509 868-2331
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		mdyson@spokanecity.org	
Requester: bellison@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$138,774.67 (plus tax)		1950-54920-94760-56504-48026	
\$6,938.74 plus tax (5% management reserve)		1950-54920-94760-56504-48026	
Vendor: <input type="radio"/> Existing vendor <input checked="" 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: 604-768-322 Business license expiration date: 7/30/26		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Bid Response Summary

Bid Number IPWQ 6500-26
Bid Title B.A. Clark Park Restroom Tenant Improvements
Due Date Monday, March 23, 2026 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Camco Construction Inc
Submitted By Leif Challender - Monday, March 23, 2026 2:51:26 PM [(UTC-08:00) Pacific Time (US & Canada)]
 leif@camcoconstruction.net 509-536-1818

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1. BACKGROUND	Tenant Improvements of existing restroom facility at B.A. Clark Park.	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, March 23, 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. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
11. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	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.	
SECTION II. GENERAL REQUIREMENTS		

1. SCOPE OF WORK	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	I acknowledge and agree
2. SCOPE OF WORK	Base Bid: Scope of work includes, but is not limited to tenant improvements of existing restroom facility as shown on plan and written specifications;	I understand and I agree
3. SCOPE OF WORK	Coordination with Owner's Representative;	I agree and acknowledge
4. SCOPE OF WORK	Obtain building permit, available and paid by Owner;	I agree and acknowledge
5. SCOPE OF WORK	Obtain trade permit(s) as required by City Planning & Development, paid by Bidder/Contractor;	I agree and acknowledge
6. SCOPE OF WORK	Site, structure, and tree protection including secure perimeter fencing (6'-0" tall min), dust-proof partition(s), existing floor(s) & flatwork, floor drain(s), finished surfaces, equipment, and tree permit by Certified Arborist (listed on City of Spokane's Urban Foresters' Approved Arborist List) for tree protection of all trees within 30'-0" of access route(s), staging area(s), and other site disturbance(s). See: https://my.spokanecity.org/urbanforestry/certified-arborist-list/	I do not agree and acknowledge
7. SCOPE OF WORK	Demolition of existing CMU walls, doors & hardware, partitions, lighting and electrical, plumbing & mechanical, fixtures & furnishings, paint striping, and other work per plans and specs;	I agree and acknowledge
8. SCOPE OF WORK	Supply and install partition walls, doors & hardware, fixtures & furnishings including lavatories & water closets, dispensers and railing, preparation and painting, signs and signage including ADA compliant and exterior signage, to fit new improvements;	I agree and acknowledge
9. SCOPE OF WORK	Install owner-furnished swing chains and seats on existing swing apparatus hardware. Remove chain links as directed by owner's representative;	I agree and acknowledge
10. SCOPE OF WORK	Other work incidental to the improvements as shown and specified on plan; and	I acknowledge and agree
11. SCOPE OF WORK	Site restoration and cleaning of areas impacted by the contractor including adjacent landscape & irrigation, walkways, asphalt, curb & gutter, and right of way (street);	I agree and acknowledge
12. SCOPE OF WORK	One (1) year warranty on materials provided and contractors' craftsmanship/labor from date of substantial completion.	I understand and I agree

13. SCOPE OF WORK	Additive/Alternate #1 "Fencing and Gates": Scope of work includes, but is not limited to fencing and gate improvements at existing restroom facility as shown on plan and written specifications;	I understand and I agree
14. SCOPE OF WORK	Coordination with Owner's Representative;	I understand and I agree
15. SCOPE OF WORK	Obtain trade permit(s) as required by City Planning & Development, paid by Bidder/Contractor;	I understand and I agree
16. SCOPE OF WORK	Demolition as required to prepare structure, foundation, and slabs for fence and gates installation.	I understand and I agree
17. SCOPE OF WORK	Supply and install posts, fence panels, gates, hardware, coatings/finishes, and other incidental improvements per plan;	I understand and I agree
18. SCOPE OF WORK	Repair/refurbish existing brick veneers including brick(s), joint tuck pointing, and other incidental improvements per plan;	I understand and I agree
19. SCOPE OF WORK	Site restoration and cleaning of areas impacted by the contractor including adjacent landscape & irrigation, walkways, asphalt, curb & gutter, and right of way (street);	I understand and I agree
20. SCOPE OF WORK	One (1) year warranty on materials provided and contractors' craftsmanship/labor from date of substantial completion.	I understand and I agree
21. 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 July 31, 2026.	I acknowledge and agree
22. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount TWO HUNDRED FIFTY (\$250.00) 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.	I acknowledge and agree
23. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
24.a WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the 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.	I acknowledge and agree

<p>24.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>25. 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>
<p>26. GUARANTY</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>27. SUBCONTRACTORS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>28. INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>28.a INSURANCE</p>	<p>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.</p>	<p>I acknowledge and agree</p>
Empty row	Empty row	Empty row

28.b INSURANCE	<p>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</p>	I acknowledge and agree
28.c INSURANCE	<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>	I acknowledge and agree
28.d INSURANCE	<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>	I acknowledge and agree
28. INSURANCE	<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>	I acknowledge and agree

<p>29. PERFORMANCE BONDS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>29.a PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).</p>	<p>I acknowledge and I agree</p>
<p>29.b PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is March 23, 2026.</p>	<p>I acknowledge and I agree</p>
<p>29.c PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	<p>I acknowledge and I agree</p>
<p></p>	<p></p>	<p></p>

<p>30. RETAINAGE</p>	<p>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:</p>	<p>I acknowledge and I agree</p>
<p>31. 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>32. 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>

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.	Scope of work section 6. No playground equipment is included in the scope of work.
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	CAMCOC799L5
CONTRACTOR RESPONSIBILITY	U.B.I. Number	604768322
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	332833005
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	604768322
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	604768322
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.	1
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.	No
MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	No

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.	Leif Challender, Camco Construction Inc, 3105 E Boone Ave, Spokane, WA 99202 leif@camcoconstruction.net 509-868-2331
MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	Leif Challender Leif@camcoconstruction.net
BID BOND	Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here	Signed Bid Bond.pdf
SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	BA Clark Sub list.pdf
BID PROTEST	Pursuant to SMC 07.06.155	I understand and I agree

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 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

I understand and I agree

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.

TERMS & CONDITIONS	
#1	<p>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.</p> <p style="text-align: right;">I acknowledge and I agree</p>
#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.	Base Bid	Base	JB	1.00	\$138,774.67	\$138,774.67	
	2.	Sales Tax 9.1%	Option	Each	1.00	\$12,628.50		
	1.	Add/Alternate #1: Fencing & Gates	Option	jb	1.00	\$50,123.52		No Tax included in alternate
Total Base Bid		\$138,774.67						

SUBCONTRACTOR LIST

IPWQ# 6500-26

PROJECT NAME: BA CLARK RESTROOM TENANT IMPROVEMENTS

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 PAGE PLUMBING

TYPE OF WORK/BID ITEM PLUMBING

AMOUNT 32,887.50

CONTRACTOR'S REGISTRATION NO. PAGE?P1793NL

CONTRACTOR/SUPPLIER NORTHWEST MASONRY PROS INC

TYPE OF WORK/BID ITEM MASONRY/BRICK

AMOUNT 18,611.25

CONTRACTOR'S REGISTRATION NO. NORTHMP841NU

CONTRACTOR/SUPPLIER GAFFANEY ELECTRICAL INC

TYPE OF WORK/BID ITEM ELECTRICAL

AMOUNT 34,328.75

CONTRACTOR'S REGISTRATION NO. GAFFAEL876J3

CONTRACTOR/SUPPLIER CURTIS COATINGS

TYPE OF WORK/BID ITEM PAINTER

AMOUNT 14,975.00

CONTRACTOR'S REGISTRATION NO. CURTIC*763NH

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID BOND

We, Camco Construction, Inc as Principal, and
SureTec Insurance Company 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

B.A.Clark Park Restroom T.I.

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 March 12, 2026

AS PRINCIPAL

Camco Construction, Inc

By: *Leif Challenger*

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

SureTec Insurance Company
AS SURETY

By: *Allison McClintock*
Allison McClintock Attorney in Fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Holly E Ulfers, Roxana Palaciós, Jamie Armfield, Amber Engel, Marina Matyunin, Kristine Santamaria, Tatiana Gefter, Kathleen M. Mitchell, Benjamin Wells, Jeffrey M. Hansen, Allison McClintock, Laura Kovarik, Tracy Miyake

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

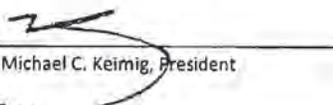
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 23rd day of April, 2025.

SureTec Insurance Company

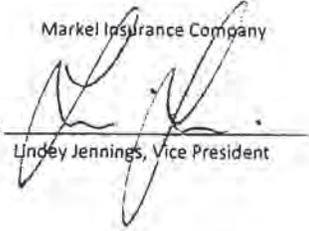
By:


Michael C. Keimig, President



Markel Insurance Company

By:


Lindsey Jennings, Vice President

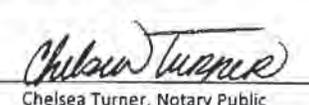
State of Texas
County of Harris:

On this 23rd day of April, 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:


Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been ~~repealed~~.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12th day of March, 2026.

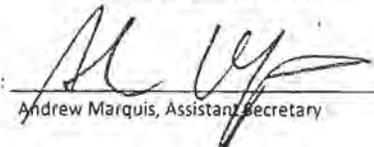
SureTec Insurance Company

By:


M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:


Andrew Marquis, Assistant Secretary

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: April 1, 2026	
Requester	Heather Smith	Phone number: 509.724.3585	
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. 2, Goal G; Obj. 1	Master Plan Priority Tier:	Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Bacon Concrete, Inc. / Franklin Park Pedestrian Pathway Construction (\$282,000.00 including tax) plus 10% management reserve		
Begin/end dates	Begins: 04/09/2026	Ends: 09/04/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contract with apparent low responsive bidder to PW ITB #6502-26, Bacon Concrete, Inc. for construction of the 'Franklin Park Pedestrian Pathway' project. Contracted scope includes the placement of an 8'-12' wide asphalt pedestrian pathway in the southern half of Franklin Park.</p> <p>This project was included in the 2026 adopted park capital project list and is funded by the neighborhood park improvement levy. 'Trails for Park Access' were identified in the park and natural lands master plan as a "Tier 1" priority in District 3.</p> <p>Park Staff requests approval of the project bid price plus a 10% administrative reserve to cover any unforeseen conditions encountered during construction.</p>			
Motion wording:			
Motion to approve Bacon Concrete, Inc. construction contract for the 'Franklin Park Pedestrian Pathway' project in the amount of \$282,000.00 (including tax) plus 10% management reserve.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Bacon Concrete, Inc.			
Name: Greg Bacon		Email address: greg@baconconcrete.com	Phone: (509) 998-9251
Distribution:			
Parks – Accounting		thea prince	
Parks – Sarah Deatrich		nick hamad	
Requester: hmsmith@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$282,000.00 (incl. tax)		1950-54920-94760-48092	
\$28,200.00 (10% management reserve)		1950-54920-94760-48092	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)			
<input checked="" type="checkbox"/> Business license		Expiration date: 6/30/26	<input type="checkbox"/> Insurance Certificate

Bid Response Summary

Bid Number PW ITB 6502-26
Bid Title Franklin Park Pedestrian Pathway
Due Date Monday, March 23, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Bacon Concrete, Inc.
Submitted By Greg Bacon - Monday, March 23, 2026 10:29:13 AM [(UTC-08:00) Pacific Time (US & Canada)]
 greg@baconconcrete.com (509) 924-3900

Comments

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	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
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	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 within 50 calendar days or no later than September 4, 2026.	I acknowledge and I agree
	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 SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) per calendar day until the work is substantially completed and accepted by owner for public use.	I acknowledge and agree

MISCELLANEOUS DOCUMENTATION UPLOAD	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.	
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
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
3.	Statutory retainage will be required	I acknowledge and I understand
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
RETAINAGE	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.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand

5.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is March 23, 2026.</p>	I acknowledge and I understand
6.	<p>If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	I acknowledge and I understand
7.	<p>The Contractor and any subcontractors will submit a <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid <input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and I understand
8.	<p>The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.</p>	I acknowledge and I understand
9.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and I understand
TECHNICAL REQUIREMENTS		
SCOPE OF WORK	<ul style="list-style-type: none"> • Base Bid: Construction of approximately 1633 lineal feet of new, hot mix asphalt pedestrian pathway within the southern portion of Franklin Park in accordance with the attached plans, notes and specifications. Work includes but is not limited to, site clearing grubbing & demolition, tree protection, pruning & removal, rough grading, subgrade preparation, CSTC placement & compaction, hot mix asphalt placement and compaction, new concrete curb ramp installation, irrigation system component adjustment & relocation, landscape repair, and appurtenances as required on plans. 	I acknowledge and I agree
a.	<p>What is the delivery timeline for the materials/equipment needed for this project</p>	as needed
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	<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>	I acknowledge and agree

WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the 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.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	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.	I acknowledge and agree
PERMITS	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.	I acknowledge and agree
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
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
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
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
INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$2,000,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
INSURANCE	Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree

INSURANCE	c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
INSURANCE	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.	I acknowledge and agree
BID PROTEST	Per SMC 07.06.155	I understand and I agree; I do not understand and I do not agree
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	BACONCI072L9
CONTRACTOR RESPONSIBILITY	U.B.I. Number	601398658
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	760832-005
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	601398658
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12011451BUS
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1 addenda
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) 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 contract 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.	GREG BACON BACON CONCRETE INC PO BOX 6170 SPOKANE, WA 99217 GREG@BACONCONCRETE.COM 509-998-9251
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	GREG BACON PO BOX 6170 SPOKANE, WA 99217
1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	3659_001.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. 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. Please upload your bid bond here (blank form available under the 'Documents' tab).	3658_001.pdf
3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	3660_001.pdf
4	PROPRIETARY LANGUAGE: 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.	I understand and I agree
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	Base Bid	Base	jb	1.00	\$282,000.00	\$282,000.00	
Total Base Bid	\$282,000.00							

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: PW ITB #6502-26 FRANKLIN PARK PATHWAY

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:

\$ 282,000
Total including material use tax (WAC 458-20-171)

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 within 50 working days of notice to proceed or no later than SEPTEMBER 4, 2026, whichever is earlier.**

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 SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) per calendar day until the work is substantially completed and accepted by owner for public use.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. Bacone I 072L9
(must be in effect at time of bid submittal)

U.B.I. Number 601-398-658

Washington Employment Security Department Number 760832-005

Washington Excise Tax Registration Number 601-398-658

City of Spokane Business License Number T12011451 BUS

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

BID SECURITY.

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

NON-COLLUSION.

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

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

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

Name of Bidder: Bacon Concrete Inc

[Signature]
Signature of Bidder's Authorized Representative

President
Title

PO Box 6170
Address

Spokane, WA 99217

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 3/23/26
date

(Seal Or Stamp)

Sondra Amann
Signature of Notary Public

My appointment expires 2/16/27



MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

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

BID BOND

We, Bacon Concrete, Inc. as Principal,
and The Cincinnati Insurance Company 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
FRANKLIN PARK PEDESTRIAN PATHWAY also known as FRANKLIN PARK PATHWAY

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 March 16, 2026

AS PRINCIPAL

Bacon Concrete, Inc.

By: [Signature]
Title: President

A valid POWER OF ATTORNEY must accompany this bond.

The Cincinnati Insurance Company
AS SURETY

By: [Signature]
Attorney in Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Zac Wheat; Kaitlyn Joersz; Gaye Smith and/or Anthony Fulgaro

of Spokane, Washington

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

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

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

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

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

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



STATE OF OHIO)SS
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

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



Keith Collett

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

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

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

Given under my hand and seal of said Companies at Fairfield, Ohio, this 16 day of March 2026



Ed H.



SURETY BOND SEAL ADDENDUM
The CINCINNATI INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, The Cincinnati Insurance Company ("Cincinnati") has authorized its Attorneys-in-Fact to affix Cincinnati's corporate seal to any bond executed on behalf of Cincinnati by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Cincinnati by its Attorney-in-Fact, Cincinnati hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

The Cincinnati Insurance Company



By: Stephen A. Ventre

Stephen A. Ventre, Senior Vice President

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

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB #6502-26 FRANKLIN PARK PATHWAY

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 Diamond Asphalt paving
TYPE OF WORK/BID ITEM Paving
AMOUNT \$ 36,000
CONTRACTOR'S REGISTRATION NO. DIAMONDAP8410N

CONTRACTOR/SUPPLIER Bartlett Tree Experts
TYPE OF WORK/BID ITEM Tree protection
AMOUNT \$ 29,000
CONTRACTOR'S REGISTRATION NO. FABARBT921MW

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



PW ITB #6502-26 Franklin Park Pedestrian Pathway

23-Mar-26

Reference Number	Description	Type	UOM	QTY.	Stability solutions llc.	Bacon Concrete, Inc.	jose@gonzalezunderground.com	AM Landshaper Inc.
#1	Base Bid	Base	jb	1	\$271,998.00	\$282,000.00	\$309,276.00	\$376,600.00
Total Extended					\$271,998.00	\$282,000.00	\$309,276.00	\$376,600.00
Notes					Non responsive, did not meet work/history requirements	Low responsive bidder		

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: April 1, 2026	
Requester	Nick Hamad	Phone number: 509 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal G, Objective 2	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	South Perry Together / South Perry History Project MOU (no cost)		
Begin/end dates	Begins: 04/09/2026	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>South Perry Together, a private non-profit received a grant to develop, fabricate and install signage within / nearby Grant Park celebrating the local history of the neighborhood as a part of a South Perry Neighborhood History Walking Tour.</p> <p>This agreement grants the ability to develop and install the proposed signage, so long as all costs, permits, and installation is provided by the South Perry Together organization and complies with the authorization and direction received from Spokane Parks.</p> <p>A future agreement will be developed for ongoing maintenance of the signage.</p>			
Motion wording:			
Motion to approve South Perry History Project MOU with South Perry Together (no cost).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: South Perry Together			
Name: Beth Mcgibbon		Email address:	Phone: 509.209.4879
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich			
Requester: nhamad@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: n / a		Budget code:	
Vendor: <input type="radio"/> Existing vendor <input checked="" 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 MRSC 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 AND RECREATION

**MEMORANDUM OF
UNDERSTANDING**

**Title: SOUTH PERRY
NEIGHBORHOOD HISTORY
PROJECT**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the **CITY OF SPOKANE PARK AND RECREATION DIVISION**, as (“Parks”), a Washington municipal corporation, and **SOUTH PERRY TOGETHER**, whose mailing address is PO Box 4322, Spokane WA 99220-0322, (“SPT”), a non-profit neighborhood business association, individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the Washington Trust for Historic Preservation received a grant in November 2024 from the City of Spokane to administer and distribute funds from the American Rescue Plan Act (ARPA) of 2021 and to provide establishment of long-term solutions for funding ongoing maintenance, marketing and signage, improvements, and staffing in the four neighborhood business districts in Spokane; and

WHEREAS, the SPT is a non-profit neighborhood associate which enriches, celebrates, and shares the history of the South Perry neighborhood in Spokane; and

WHEREAS, SPT is creating a South Perry Neighborhood History Walking Tour. The project includes permanent graphic and narrative signs and plaques in different areas throughout the neighborhood; and

WHEREAS, Grant Park (“the Premises”) is located in the City of Spokane and maintained and operated by Spokane Parks and Recreation, is a park located in the South Perry neighborhood and Grant Park has been identified by SPT as a desirable location for signage to aid participants in the South Perry Neighborhood History Walking Tour; and

WHEREAS, the Parties agree the SPT may install one permanent sign and/or plaque on a rock wall located in Grant Park and will install, maintain, and care for the sign or plaque; and

WHEREAS, the parties desire to memorialize their agreement as to the arrangements necessary to install and maintain the sign or plaque.

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

1. **PARKS Obligations.** Parks shall:

- A. review and approve the final placement and content of the sign or plaque before installation;
- A. review mounting requirements timely & respond as applicable to SPT; and
- B. assist, as needed with coordination at installation.

Parks reserves the right to require any sight-obscuring vegetation or material to be altered or removed prior to installation in the selected location as appropriate.

Parks further reserves the right to require the Neighborhood Business District to follow specific mounting requirements.

2. **SPT Obligations.** The South Perry Together shall provide, install and maintain the sign or plaque including, but not limited to, the following:

- A. maintain the sign or plaque and ensure that it is maintained in good condition;
- B. immediately repair or replace the sign or plaque if it is damaged or defaced;
- C. install and maintain the sign or plaque in compliance with City rules and regulations, to include SMC 17C.240.240;
- D. employ at their own cost a qualified licensed, bonded, insured individual or company, as approved by **Washington Trust for Historical Preservation** for the installation of the sign or plaque;
- E. communicate with Parks before the installation to assure that the placement does not cause any issues with park property; and
- F. apply for any permits that may be required for work in Grant Park. The location selected for affixing the sign or plaque is depicted in the Map attached as Exhibit "A", any additional locations will need to be approved in writing by the Park Planning Director.

3. **Public Works.** The following public works requirements apply to the work under this Agreement:

- A. The Contractor hired for installation of the signage at Grant Park shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include:
 - i. the Contractor's registration number; and
 - ii. the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have

been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. Statement of Intent to Pay Prevailing Wages to be Posted. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site:

- i. a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and
- ii. the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is not required.

4. **Safety.** SPT and its members, agents, representatives, etc. shall take all necessary precautions while working in and around the park and installing or maintaining the sign or plaque. This includes, but is not limited to, obtaining any necessary permits from the City while working in and around the area and/or public right of way. The City of Spokane and Parks does not assume liability for the safety of those volunteers working in and around to install the signage.

5. **Indemnification.** SPT, its representatives, agents and members agree to defend, indemnify and hold Parks harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by SPT, their agents or employees to the fullest extent permitted by law, to include without limitation, any damage or injury caused by the banners and light strings or mounting of the banners and light strings.

6. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement without the other party's prior written consent, which the other parties shall not unreasonably withhold.

7. **Modification.** This Agreement shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

8. **Term.** The provisions of this Agreement shall be in effect from **date of final signature below to December 31, 2026**. After December 31, 2026, SPT and Parks shall enter into a new multi-year agreement for ongoing maintenance of the signage. Parks reserves the right to terminate this agreement for any reason upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.

