



## City of Spokane Park Board Land Committee Meeting

3:30 p.m. Wednesday, Apr. 02, 2025  
Hybrid in-person and WebEx virtual meeting  
Al Vorderbrueggen – Park Operations Director

### Committee members

- X Greta Gilman – Chair
- X Sally Lodato
- X Kevin Brownlee (absent-excused)
- X Doug Kelley

### Parks staff

Al Vorderbrueggen  
Nick Hamad  
Heather Smith  
Fianna Dickson  
Kris Behr

## SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
  - AJ Spray Foam Services LLC / 2025 Pool Deck Leveling & Joint Sealing (\$50,321.50 plus tax) – consent agenda item
- Al Vorderbrueggen presented the action item which will go to Finance Committee -Equipment purchases via the Department of Ecology Air Quality Grant - not to exceed \$460,000
- The Grant Park/South Perry District mural proposal was presented by Al Vorderbrueggen.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. **June 4, 2025.**

# MINUTES

The meeting was called to order at 3:30 p.m. by committee chair Greta Gilman.

**Public Comments:** None

## **Action items:**

1. [AJ Spray Foam Services LLC / 2025 Pool Deck Leveling & Joint Sealing \(\\$50,321.50 plus tax\)](#) – Nick Hamad

Hillyard, AM Cannon, Shadle and Comstock pools are due for recaulking and joint sealing. When water gets past the failing caulk, the concrete decking begins to settle, causing trip hazards. Typically, the edges of the surrounding concrete would be ground down, making an even surface. However, this is not an option for a pool deck to retain the slip resistant surface. In this instance, a polyurethane foam would be injected under the concrete to lift the slab back up. The Request for Proposal included a base bid of raising the concrete, plus an alternate bid of joint removal and resealing at one location. Ideally this should not be done at all the pools in the same year, but rather staggered to reduce cost. The recommendation is to use AJ Spray Foam Services (dba Slabjack Geotechnical) for the base bid plus the alternate for one pool, Comstock, which is in the most need of repair.

**Motion #1** – Greta Gilman moved to recommend AJ Spray Foam Services, LLC construction contract for the 2025 pool deck leveling & joint sealing project in the amount of \$50,321.50 plus tax.

Sally Lodato seconded. The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the April 17 Park Board meeting agenda.

## **Discussion Items:**

1. [Equipment purchases via the Department of Ecology Air Quality Grant - not to exceed \\$460,000](#) (to be presented at Finance Committee) – Al Vorderbrueggen

The City of Spokane received a grant up to \$460,000 in cooperation with Gonzaga University through the Washington State Department of Ecology. Park Operations has agreed to replace up to 10 diesel mowers with comparable electric units. The grant will provide for 8 turf equipment machines plus 2 utility vehicles. Four mowers that are currently in use will be replaced, while the other replacements have been out of commission for a few years. This will be going to Finance Committee next week as an action item.

2. [Grant Park Mural Request](#) – Al Vorderbrueggen

This request was just brought to the attention of the committee today. The Thursday Farmers Markets organizers in the South Perry District/Grant Park area have requested a mural on a dreary restroom wall on the west side of the park. This restroom may be replaced in a few years, depending on the results of the upcoming levy vote. The design and painting of the mural would be at no cost to Parks. They are submitting a grant application to cover the cost. The process will be going through Park Board as well as the Joint Arts Committee.

## **Unfinished Business:** (alternate use proposals)

1. Catholic Charities/Finch Arboretum – They have agreed on Parks price evaluation. City attorneys have drafted an agreement which is still in review and will be coming before the Committee for a vote soon. Nick recently learned that [any ground lease Spokane Parks and Recreation grants which is more than three years must go to City Council for approval](#). This

lease proposal is for 20 years.

2. Fish Lake Trail – After the Parks presented their evaluation, the citizen has not shown interest in pursuing any further.
3. Indian Canyon/Rimrock Drive – The City's real estate agent has looked at this property and has determined the property in its current undeveloped state would only gain a slight increase in value, with an easement value of \$2,600. They are still negotiating. An option was proposed to widen and use the neighboring driveway. Megan Kapaun advised a neighborhood maintenance agreement for Rimrock Drive would relieve the City of liability. She recommended pursuing the \$2,600 financial compensation as well as a maintenance agreement for both his driveway and the road. Greta is concerned about the safety of Park users, however denying this request could cause repercussions.
4. Avista/High Bridge Park – Avista has not come back on that request and have been exploring alternatives. They indicated when they are ready to come back, they will contact Nick.
5. Park Boulevard – This person has not come back after their initial request.

**Standing Reports:**

**Adjournment:** The meeting was adjourned at 4:16 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. **June 4, 2025.**

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee			<b>Committee meeting date:</b> April 2, 2025
<b>Requester</b>	Nick Hamad			<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A	
<b>Item title:</b> (Use exact language noted on the agenda)	AJ Spray Foam Services LLC / 2025 Pool Deck Leveling & Joint Sealing (\$50,321.50 plus tax)			
<b>Begin/end dates</b>	Begins: 12/31/2024	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> Contract with apparent low responsive bidder to construct the base bid & alternate 1 scope for the 2025 Pool Deck Leveling & Joint Sealing project. Scope includes 'lifting' of settling portions of existing pool decks @ 4 parks (AM Cannon, Comstock, Hillyard, & Shadle) as well as removal and replacement of pool deck joint caulking @ 1 park (Comstock).  This work is part of the ongoing, annual maintenance required to operate city pools. In 2024, Spokane Regional Health District noted settling pool decks in the above locations which require repair in order to open these pools to the public in 2025. This project will repair all deficiencies noted by the health district.				
<b>Motion wording:</b> Motion to approve AJ Spray Foam Services, LLC construction contract for the 2025 pool deck leveling & joint sealing project in the amount of \$50,321.50 plus tax				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: AJ Spray Foam Services, LLC. dba Slabjack Geotechnical Name: Jerry Sargent    Email address: info@slabjackgeotechnical.com    Phone: 1.855.752.2522				
<b>Distribution:</b> Parks – Accounting    Berry Ellison Parks – Sarah Deatrich    Jen Papich Requester: Nick Hamad    Jerry Sargent Grant Management Department/Name:    Josh Oakes				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$50,321.50 plus tax    Budget code: 1950-54920-94760-56301				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input 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: 603-107-839 Business license expiration date: 4/30/25 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



Bid Tabulation - 2025 Aquatic Centers Pool Deck Leveling and Joint Sealing

Bid Date: Mar 28, 2025

Bid Item	Description	UOM	Quantity	Slabjack Geotechnical	NW Concrete Leveling	AVERAGE
<b>TOTAL BASE BID (NO TAX)</b>	10,000sf Concrete Leveling	Each	1	\$38,957.50	\$49,000.00	\$17,591.50
Washington State Retail Sales Tax (9.0%)				\$3,506.18	\$4,410.00	\$1,583.24
<b>TOTAL BASE BID +TAX</b>				<b>\$42,463.68</b>	<b>\$53,410.00</b>	<b>\$19,174.74</b>
<b>ALTERNATE 1 -Joint Removal and Resealing at One Location</b>	1,200lf of Joint Replacement	SF	1	<b>\$11,364.00</b>	<b>\$8,900.00</b>	\$4,052.80
<b>AWARD SCENARIO 1: Base Bid</b>		Each	1	\$38,957.50	\$49,000.00	\$17,591.50
Washington State Retail Sales Tax (9.0%)				\$3,506.18	\$4,410.00	\$1,583.24
<b>TOTAL SCENARIO 1:</b>				<b>\$42,463.68</b>	<b>\$53,410.00</b>	<b>\$19,174.74</b>
<b>AWARD SCENARIO 2: Base Bid + Alt 1</b>	Leveling 4 decks and sealing 1 deck	SF	500	\$50,321.50	\$57,900.00	\$21,644.30
Washington State Retail Sales Tax (9.0%)				\$4,528.94	\$5,211.00	\$1,947.99
<b>TOTAL SCENARIO 2:</b>				<b>\$54,850.44</b>	<b>\$63,111.00</b>	<b>\$23,592.29</b>



# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: 2025 AQUATIC CENTERS POOL DECK LEVELING AND JOINT SEALING

**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: \$ 38,957.50	ALTERNATES 1 - 4 JOINT SEALANT: \$ 11,364.00
(COST/SF BASED ON 10,00SF)	(COST/LF BASED ON 1,200LF)
SALES TAX (9.0%): \$ 3,506.18	SALES TAX (9%): \$ 1,022.76
TOTAL BASE BID PRICE: \$ 42,463.68	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep: \$ N/A	TOTAL ALTERNATE PRICE: \$ 12,386.76
	NOTE: ALTERNATE PRICE IS PER SITE THE CITY MAY AWARD ZERO, ONE, OR MORE SITES UP TO FOUR TOTAL.

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	SLABJG*833K2
U.B.I. Number	603-107-839
Washington Employment Security Department Number	00539090-00-8
Washington Excise Tax Registration Number	37-1636195
City of Spokane Business Registration Number	603-107-839

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

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

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

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

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

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

FIRM NAME: AJ Spray Foam Services, LLC dba Slabjack Geotechnical

SIGNATURE:

TITLE: Owner PHONE: 855-752-2522

ADDRESS: 630 Valley Mall Pkwy #431, East Wenatchee, WA 98802

3/27/2025





# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST \_\_\_\_\_ N/A \_\_\_\_\_

PROJECT TITLE: 2025 AQUATIC CENTERS POOL DECK LEVELING AND JOINT SEALING

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

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 \_\_\_\_\_

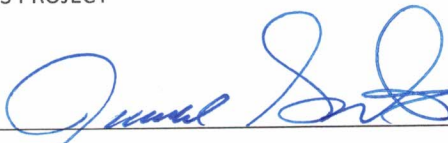
AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

☒ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

03/27/2025

Date

  
\_\_\_\_\_  
Signature of Authorized Representative



# City of Spokane Invitation To Bid

Addendum #1 - Invitation to Bid Modifications.

See delta 1 (clouded areas) below.

B. Ellison

Mar 21, 2025

## Project Title: 2025 AQUATIC CENTERS POOL DECK LEVELING AND JOINT SEALING

### SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid inspection will be held on TUE 3/18/2025 1:00PM-4:45PM  
SEE SECTION III FOR LIST OF AQUATIC CENTER NAMES AND LOCATIONS.
2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 1:00 PM on MAR 28, 2025 to Nicholas Hamad  
VIA EMAIL TO: ~~nhamad@spokanecity.org~~ nhamad@spokanecity.org
4. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. AWARD OF CONTRACT. Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.





# City of Spokane Invitation To Bid

## SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. PROJECT CONTACT. The Project contact for the City of Spokane is:  
Name: BERRY ELLISON  
Department: SPOKANE PARKS AND RECREATION  
Phone: 509.625.6276  
Email: BELLISON@SPOKANECITY.ORG
3. COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by ~~A 23, 2025~~ May 23, 2025
4. LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$1,200.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. WASHINGTON STATE RETAIL SALES TAX.
  - A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
  - B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
  - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
  - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of ~~\$1,500,000~~ \$2,000,000, in order to meet the insurance coverages required under this Contract;



# City of Spokane Invitation To Bid

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

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

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

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

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

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

<sup>1</sup> <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is ~~28, 2025~~ **Feb 28, 2025**

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

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



# City of Spokane Invitation To Bid

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## SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.  
Attachment 1 - 2025 AQUATIC CENTER IMPROVEMENT PLANS
3. BASE BID SCOPE OF WORK  
BASE BID - POLYURETHANE SLAB JACKING AT FOUR (4) AQUATIC CENTER LOCATIONS:

NOTICE: QUANTITIES LISTED BELOW ARE THE OWNER'S AVERAGE ESTIMATE FOR EACH SITE AND ARE THE BASIS OF BID FOR EACH SITE. EXACT QUANTITIES WILL VARY PER SITE, SEE GENERAL NOTES ITEM #1 ON PLAN SHEETS FOR MORE INFORMATION. CONTRACTOR'S BID FOR THE SCOPE BELOW WILL DETERMINE THE COST/SF OF SLAB JACKING AND BECOME THE BASIS FOR ANY CREDITS OR DEBITS OF THE FINAL BASE BID CONTRACT VALUE.

### **AT EACH SITE:**

RAISE/JACK 2,500 SQUARE FEET OF EXISTING CONCRETE SLAB(S) TO AN AVERAGE HEIGHT OF 0.75" USING POLYURETHANE INJECTION CONCRETE LIFTING TECHNIQUES.

SPECIFIC AREAS TO BE VERIFIED IN FIELD PRIOR TO BEGINNING OF WORK BUT TO INCLUDE PORTIONS OF THE POOL PERIMETER AND POOL DECK AREAS WHERE VERTICAL SEPARATIONS ARE GREATER THAN 0.128".

CONTRACTOR TO USE HYDROPHOBIC POLYURETHANE FOAM WITH A MINIMUM FREE RISE DENSITY OF 3.5LB.

CONTRACTOR SHALL ONLY BE PERMITTED TO PERFORM INJECTION WHEN USING CERTIFIED FLOW METERS, INJECTION STROKE COUNTER CONVERSIONS ARE NOT PERMITTED.

CONTRACTOR TO GROUT ALL CONTRACTOR-DRILLED HOLES DRILLED / CORED WITHIN CONCRETE FLATWORK TO FACILITATE SLAB RAISING. HOLES TO BE FILLED FULL-DEPTH WITH AN APPROVED NON-SHRINK GROUT, SMOOTH TO ADJ SURFACES. GROUT COLOR TO MATCH EXISTING CONCRETE FINISH COLOR. CONTRACTOR TO SUBMIT SPECIFIC GROUT COLOR FOR APPROVAL BY CITY MANAGER.

### **AQUATIC CENTER LOCATIONS AND MARCH 18th PRE-BID INSPECTION TIMES**

1:00pm-1:45pm Hillyard Aquatics Center: 3000 E Columbia Ave, Spokane WA 99202  
2:00pm-2:45pm Shadle Park Aquatics Center: 2005 W Wellesley Ave, Spokane WA 99202  
3:00pm-3:45pm A.M. Cannon Aquatics Center: 1511 N Elm St, Spokane WA 99202  
4:00pm-4:45pm Comstock Aquatics Center: 3012 S Howard St, Spokane WA 99203

**SEE NEXT SHEET FOR ADDITIVE/ALTERNATE SCOPE OF WORK**



# City of Spokane Invitation To Bid

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## SECTION III. TECHNICAL REQUIREMENTS

4. ALTERNATE 1 THROUGH 4 – REMOVE AND REPLACE JOINT SEALANT AT INDIVIDUAL AQUATIC CENTER LOCATIONS.

NOTICE: QUANTITIES LISTED BELOW ARE THE OWNER'S AVERAGE ESTIMATE FOR EACH SITE AND ARE THE BASIS OF ALTERNATE 1 FOR EACH SITE. EXACT QUANTITIES WILL VARY PER SITE, SEE GENERAL NOTES ITEM #1 ON PLAN SHEETS FOR MORE INFORMATION. CONTRACTOR'S BID FOR THE SCOPE BELOW WILL DETERMINE THE COST/LF OF SEALANT SCOPE AND BECOME THE BASIS FOR ANY CREDITS OR DEBITS OF THE ALTERNATES 1-4 VALUES.

AT EACH SITE:

REMOVE AND REPLACE 1,500 LINEAL FEET EXISTING JOINT SEALANT AROUND POOL EDGE, DECK JOINTS, JOINTS AT BUILDING EXTERIOR, AND AT FOUNDATIONS OF POOL SLIDES & LADDERS USING MECHANICAL METHODS.

CLEAN AND PREPARE JOINTS / SUBSTRATE TO ENSURE SUBSTRATE IS FREE OF DIRT, LOOSE PARTICLES, OIL, GREASE, ASPHALT, TAR, PAINT, WAX, RUST, WATERPROOFING OR CURING AND PARTING COMPOUNDS, MEMBRANE MATERIALS, AND SEALANT RESIDUE. CLEANING TO INCLUDE MECHANICAL METHODS (GRINDING, PULLING, BRUSHING, ETC.). CLEANED SUBSTRATES TO MEET ALL REQUIREMENTS FROM SEALANT MANUFACTURER.

PROVIDE AND INSTALL BACKER ROD WHERE REQUIRED TO ENSURE PROPER JOINT SEALANT DEPTH / DIMENSIONS AS REQUIRED BY SEALANT MANUFACTURER.

SUPPLY AND INSTALL NEW ONE-COMPONENT, ELASTOMERIC, GUN-GRADE POLYURETHANE SEALANT - 'MASTERSEAL NP 1' - OR APPROVED EQUAL- TO ALL JOINTS. CONTRACTOR TO INSTALL SEALANT IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

CONTRACTOR TO PROVIDE PROTECTIVE COVER (PORTABLE TENT OR EQUIVALENT) DURING SEALANT APPLICATION AS REQUIRED TO ENSURE DRY WORKING SURFACE. CONTRACTOR TO PROTECT SEALANT FROM EXPOSURE TO MOISTURE DURING CURING AS REQUIRED BY MANUFACTURER'S WRITTEN SPECIFICATIONS.

SEALANT COLOR TO MATCH CONCRETE. CONTRACTOR TO SUBMIT SPECIFIC COLOR FOR APPROVAL BY CITY MANAGER.



# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON  
PROJECT NAME: 2025 AQUATIC CENTERS POOL DECK LEVELING AND JOINT SEALING

**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: \$ \_\_\_\_\_  
(COST/SF BASED ON 10,00SF)  
SALES TAX (9.0%): \$ \_\_\_\_\_  
TOTAL BASE BID PRICE: \$ \_\_\_\_\_

ALTERNATE (FOR ONE SITE)  
JOINT SEALANT \$ \_\_\_\_\_  
(COST/LF BASED ON 1,200LF)

TRENCH SAFETY SYSTEM,  
if excavation greater  
than four feet (4') deep: \$ \_\_\_\_\_

N/A

TOTAL ALTERNATE PRICE: \$ \_\_\_\_\_  
NOTE: ALTERNATE PRICE IS PER SITE  
THE CITY MAY AWARD ZERO, ONE, OR MORE SITES UP  
TO FOUR TOTAL.

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. \_\_\_\_\_  
U.B.I. Number \_\_\_\_\_  
Washington Employment Security Department Number \_\_\_\_\_  
Washington Excise Tax Registration Number \_\_\_\_\_  
City of Spokane Business Registration Number \_\_\_\_\_

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

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

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

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

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

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

FIRM NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_



# City of Spokane Invitation To Bid

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SUBCONTRACTOR LIST \_\_\_\_\_

PROJECT TITLE: 2025 AQUATIC CENTERS POOL DECK LEVELING AND JOINT SEALING \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee <b>Committee meeting date:</b> April 8, 2025		
<b>Requester</b>	AI Vorderbrueggen <b>Phone number:</b> X5464		
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Objective 5 Sustain	<b>Master Plan Priority Tier:</b> First (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Equipment purchases via the Department of Ecology Air Quality Grant - not to exceed \$460,000.		
<b>Begin/end dates</b>	Begins: 04/16/2025	Ends: 09/30/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> In cooperation with Gonzaga University, the city of Spokane has received a fully-reimbursable Air Quality Grant from the State of Washington Dept. of Ecology for up to \$460,000 for electric turf equipment to replace high-emission diesel equipment. All purchases will be made through state contracts. The equipment some charging infrastructure will be included in the grant. In the end, no city funds will be used for the equipment purchase.			
<b>Motion wording:</b> Motion to approve the purchase of up to \$460,000 in electric turf equipment to be fully reimbursed by the State of Washington Dept. of Ecology Grant.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: AI Vorderbrueggen Grant Management Department/Name: _____ <div style="float: right; text-align: right;">           Larry Marsh - lmarsh@spokanecity.org            Rich Lentz - rlentz@spokanecity.org         </div>			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Expense \$460,000    1400-95364-94760-56401 Revenue \$460,000    1400-95364-99999-33431			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Business license    Expiration date: _____ <input type="checkbox"/> Insurance Certificate			

# Park Operations & Natural Resources



**Land Committee Presentation**

April 2, 2025

# AIR QUALITY GRANT

- In Cooperation with Gonzaga University through Washington State Department of Ecology
- Received a grant for up to \$460,000 in electric equipment and infrastructure improvements



# AIR QUALITY GRANT

- All purchases will be made through state contracts.
- The equipment some charging infrastructure will be included in the grant.
- In the end, no city funds will be used for the equipment purchase.

## FEATURES

### Zero Compromise Power and Performance

– The zero-emission e3200 shares the same rugged chassis, commercial-grade mowing deck, and operator comfort with our popular diesel-powered platform.

### Powerful HyperCell® Batteries

– Toro's proprietary, patent-pending lithium-ion technology incorporates a smart battery management system for consistent performance and is optimized for long life you can count on, season after season.

### Strong, Quiet Type

– The Groundsmaster e3200 not only eliminates operating emissions for a cleaner environment, but also engine noise. The e3200 operates significantly quieter for stealthy operation in noise sensitive applications and during early morning operation.





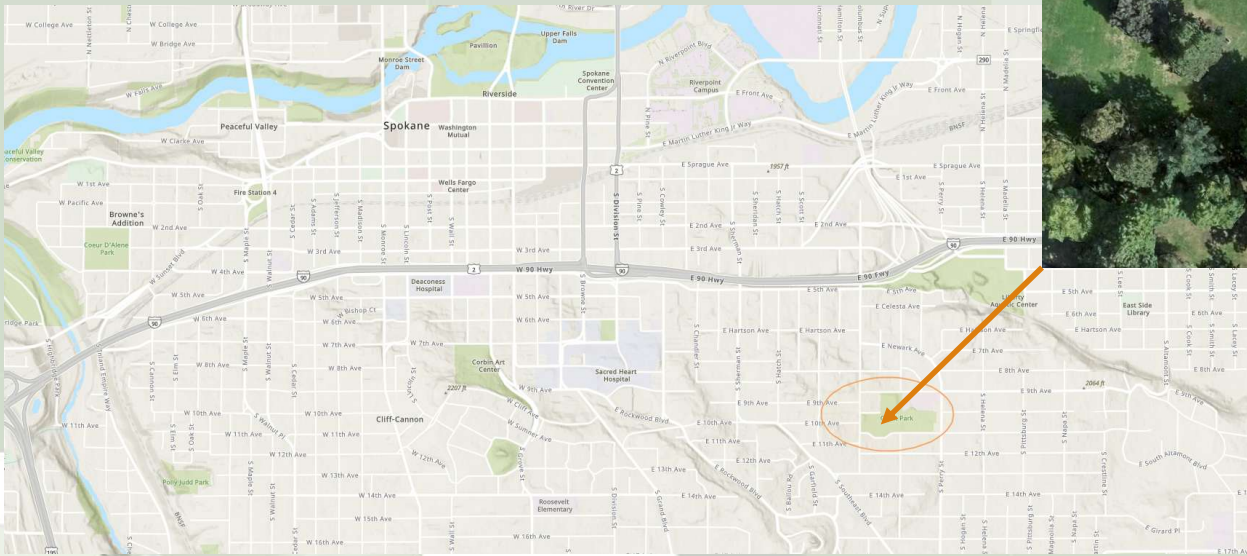
# AIR QUALITY GRANT

- QUESTIONS?



# Grant Park Mural request

- Thursday Market in South Perry/Grant Park
  - Grant Application in the works
  - Grant would cover all costs associated with proposal





# Grant Park Mural request

- Mural would be on the backside of existing restroom
- Local artist will propose ideas
- Process will go through the Joints Art Committee and Park Board



# Grant Park Mural request

- QUESTIONS?



term.

(§ 42 amended Tuesday, May 23, 1972)

#### **Section 43 Park Board -- Removal from**

It shall be the duty of the council to remove from office any member, who, after due notice of the meetings of the board, shall be absent therefrom, without leave, for three successive months.

#### **Section 44 Park Board -- Organization**

- a. On the second Tuesday of February of each year the board shall elect a president and a vice president from its members, and a secretary, who may, or may not, be a member of the board.
- b. Six members of the board shall constitute a quorum for the transaction of business, and but six affirmative votes shall be necessary to adopt or carry any measure. The board shall have regular public meetings at least once a month, at their regular place of meeting.
- c. The board shall have the power to make by-laws and rules for the conduct of business.

#### **Section 45 Park Board -- Accounts and Reports -- Annual Statements**

The board shall keep books of account and records of all its transactions. The board, at the end of each month and at the end of each fiscal year, shall furnish to the council a detailed report of receipts and expenditures and a statement of all other business transacted, which shall be published in the Official Gazette. All records, books and files of the board shall be open to public inspection.

#### **Section 46 Park Board -- Compensation**

No member of the board unless he be secretary, shall receive any compensation. The compensation of the secretary shall be fixed by the board.

#### **Section 47 Office of Park Board**

Whenever there shall be suitable accommodations in the city building, the office of the park board shall be maintained therein.

#### **Section 48 Park Board -- Powers**

The park board shall have power:

To lay out, establish, purchase, procure, ~~accept and have the care~~, management, control and improvement of, all parks and grounds ~~used for park purposes~~, all boulevards, connecting parks and structures thereon, and all parkways, ~~now or hereafter owned~~ or controlled by the city whether within or without the city limits, and may designate them by name;

To lay out, establish and improve boulevards and parkways, and to designate as a boulevard or parkway any existing highway or part thereof, but the highway or part thereof so designated shall remain under the control of the council;

To exercise supervision over all shade trees, shrubs and plants of all kinds on or in the streets and public places of the city, and over all resting places, water stations, playgrounds and parade grounds;

To make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations;

To prohibit or determine the place and manner of making excavations, and of placing or maintaining wires, pipes, poles, posts, masts and supports in parks or highways, and to compel the alteration or removal thereof at any time;

To improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public;

To grant concessions, leases and privileges under such restrictions and for such compensation as it shall prescribe, the revenue of which shall go into the park fund, provided that no concession or privilege shall ever be granted for the sale of any intoxicating liquors in any public park, square, play or recreation ground, park drive, parkway or park boulevard of the city; and that no concession, lease or privilege shall be granted for a period of more than three (3) years unless approved by ordinance. Nor shall either the park board or the city council, after January 1, 1982, have the power to allow the use of any part of Riverfront Park then or thereafter dedicated to park purposes by sale, lease, rent, permit, license or other assignment for permanent commercial purposes without the prior approval of the city voters given by a majority vote in a regular municipal election. Permanent commercial purposes shall not include commercial activities existing prior to January 1, 1982, nor any activities operated directly by the City of Spokane or the park board for fee, nor any activity not having a fixed location, nor shall it include any activities approved by the park board not to exceed 30 days and renewable for periods not exceeding 30 days.

( In no case shall the expenditure of the park board exceed the amount donated or appropriated for park purposes.

Real and personal property may be granted, bequeathed or devised to the city and accepted by the park board, for park purposes, or for the establishment or maintenance in parks of museums, zoological or other gardens, collections of natural history, observatories, buildings, fountains, monuments, statues or other works of art, upon the trust and conditions prescribed by the donors thereof; and all such property, together with the income and profits thereof, shall be under the exclusive control of the park board. All property acquired by the park board shall be in the name of the city.

Neither the park board nor the city council shall have the power to sell or exchange any existing park or portion thereof without the prior approval of the electorate given by a majority vote at the next ensuing general municipal election or special municipal election, as the case may be.<sup>1</sup>

(§ 48 amended Tuesday, November 03, 1987)

#### **Section 49 Condemnation for Park Purposes**

- a. If the board shall be unable to purchase at a satisfactory price any lands or other property for park purposes or be unable to make a satisfactory arrangement as to compensation, the council, upon notice given by the board, shall condemn the same at the expense of the park fund.
- b. Any property desired for park purposes in which any member of the park board or council may be interested, shall be acquired by condemnation proceedings. The petition for condemnation shall set forth the interest of such member.

#### **Section 50 Annual Budget for Support of Parks**

The city council shall provide in the park fund each fiscal year sufficient funds in order to maintain the parks, park systems and related activities, and to provide for the expenses authorized by this article. Such allocation shall be sufficient in amount and shall be a sum that represents no less than eight percentum of the general fund expenditures of the last completed fiscal year. The funds so established may be reduced or otherwise adjusted by the city council only insofar as the total adopted general fund budget is reduced because of the insufficiency of revenues and in direct proportion to the reduction of the general fund budget. The funds so provided shall be used for the support of the parks and recreation department and shall be under the control of the park board.

(§ 50 amended Tuesday, November 08, 1983)