



**Special meeting of the
Spokane Park Board Minutes**
3:00 p.m. Wednesday, January 4, 2023
Lilac Conference Room, 1st floor City Hall, and
WebEx virtual meeting

Park Board Members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz (3:03)
- X Kevin Brownlee
- X Christina VerHeul
- X Jonathan Bingle – City Council liaison

Parks Staff

- Jason Conley
- Al Vorderbrueggen
- Nick Hamad
- Katie Kosanke
- Jennifer Papich
- Mark Poirier
- Jon Moog
- Mark Buening
- Fianna Dickson
- Sarah Deatrich
- Kris Behr
- Angel Spell (3:18)
- Berry Ellison (3:22)

Guests

MINUTES

1. **Roll call – Jennifer Ogden**
 - A. Meeting was called to order at 3:00 p.m. See above for attendance.
2. **Special discussion/Action item**
 - A. [Spirit Pruners, LLC. public works contract / Downriver Golf Course Forest Health Management \(\\$302,000 + applicable tax\)](#) – Mark Poirier / Nick Hamad / Mark Buening
 - 1) Garrett Jones prefaced the presentation by thanking the Board accommodating the special meeting and thanking Urban Forestry, Golf, Planning, Park Operations, and the Fire department for their collaboration in identifying the tree health issue.
 - 2) Mark Poirier provided project details.
 - a. Nearly 200 Ponderosa Pine trees impacted by pine beetles must be swiftly and strategically removed from Downriver Golf Course to prevent health impact to additional trees in the golf course and surrounding natural lands. All work will be performed by licensed & certified arborists and contractors.
 - b. To prevent spread, a combined 198 live infested trees and dead standing trees are marked for removal. All logs will be removed to an appropriate offsite disposal location and all limbs and debris will be ground and disposed of.
 - c. All work is to be completed prior to February 10, during the dormancy of the beetles, to reduce the potential of infecting healthy trees.
 - 3) Nick Hamad shared images of affected trees and tree locations ([attached](#)).
 - a. Infestation is distributed throughout the property. Yellow highlighted areas depict zones within the course where tree removal is necessary. The zones are mainly

located in larger areas and traditionally unwatered areas, which aligns with Urban forestry experts citing drought stress as a main contributing factor. Only the trees which are marked for removal will be cleared from these areas. Infected trees, some in very early stages of infestation, were identified by City of Spokane urban foresters along with a Washington state Department of Natural Resources entomologist. Two types of beetles are infesting the trees: the Ips Beetle infects the tops and small diameter areas, and the Western Beetle infects the trunk of the tree. Our experts have been greatly successful with aggressive tree removal for containment of infestations such as this; however, follow-up inspections are probable and follow-up tree removals are possible.

- 4) Nick Hamad provided information concerning the bidding process.
 - a. All City of Spokane procurement policies and procedures were followed and he invitation to bid was publicly advertised. In addition to requiring a forester or arborist license, the City required applicants to submit details of five projects of equal scope and size in the past five years since the City is particularly concerned with logging operations on manicured turf. Spirit Pruners provided the lower bid of two submitted proposals. Funds will come from the 2023 golf budget.
- 5) Mark Buening shared budget details.
 - a. Most capital expenditures in golf are not typically until the end of summer, after the busy golf season has brought in revenue. In this case, we are moving forward in order to prevent further pine beetle infestation and protect the healthy trees from being affected. Golf fund cash reserves will be utilized until the golf courses are open, at which time the reserves will be replenished throughout the season.
- 6) President Ogden inquired whether the larvae spend any time in the soil? Katie Kosanke responded the infestation occurs only within the cambium layer of the tree. Beetles enter the tree, lay eggs, and the larvae damage the xylem and phloem, preventing water from reaching the crown. Since soil temperature affects the status of the tree, it is related to the beetle activity though no activity takes place in the soil.
- 7) Bob Anderson noted the difference between the work deadline of February 10, and the contract end date of June 1. Nick explained the contract period is longer due to the procedural and payment reasons which occur following the completion of the work.
- 8) Gerry Sperling voiced concern over the warmer weather as the February 10 deadline approaches, and whether it affects the chances of success. Katie acknowledged weather is an issue; however, we are confident the work will be completed. Routes have been established to provide greater access and limit impact in the work zones.
- 9) Sally Lodato questioned whether the tree stumps will be removed. Nick replied that stumps will not be removed as part of this project. Since stump removal is not necessary to alleviate the infestation, and due to the expense of stump removal, they will be removed as cost effectively as possible, at a later time. Mark Poirier added that stumps will be cut as close to the ground as possible.
- 10) Mark Poirier provided additional reasoning for the importance of expeditiously completing the work.
 - a. The colder weather provides firmer ground which will allow heavy machinery to move on and off the course with less impact to the turf.
 - b. Work completion and removal of logs, limbs, debris, and equipment is desired prior to golf season opening which could be as early as March 1.
- 11) Barb Richey asked why the funding isn't coming from the Park fund since Golf funds are limited. Garrett explained that staff evaluated funding the Downriver tree work with both Golf Fund and Park Fund resources. Upon evaluation, funding solely from the Golf Fund was deemed appropriate as the property in need of tree work is solely maintained and operated by the Golf Fund for the benefit of golfers, and the golf division does have a capital project planned for 'on course tree work'. While the cost

of this project exceeds what was planned for tree work in 2023, it is still within the Golf Fund planned capital budget for 2023. Had the tree removal work been necessary on a park and not a golf course, park fund resources would have been used. Additionally, Garrett explained that the Golf Fund has more financial resources available for this work now than the Park Fund does

- 12) Christina VerHeul questioned whether to expect a replanting strategy upon completion of the project. Nick assured Christina that there will be a replanting strategy. We are required to replace two trees for every one tree removed within approximately 150 feet of the river; however, all the replacement trees need not be within that zone. We aim to meet the replanting requirement later in 2023.

Motion #1: Jennifer Ogden moved to approve the Downriver Golf Course Forest Health Management construction contract as presented.

Gerry Sperling seconded.

The motion passed unanimously (11-0 vote).

3. **Public comment/Correspondence:**

A. None

4. **Adjournment:** The meeting was adjourned at 3:28 p.m.

Minutes approved by: Garrett Jones
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Committee	N/A		
Committee meeting date	January 4, 2023		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Spirit Pruners, LLC. public works contract / Downriver Golf Course Forest Health Management (\$302,000 + applicable taxes)		
Begin/end dates	Begins: 01/04/2023 Ends: 06/01/2023 <input type="checkbox"/> Open ended		
Background/history: In the Summer & Fall of 2022, Golf & Park staff observed numerous stressed & dying trees on Downriver golf course, primarily within unwatered areas of the course. Through consultation with the Urban Forester, an entomologist, and forestry expert, it was determined the trees were infected with various species of pine beetle. In order to protect uninfected trees on the course and in nearby natural lands, aggressive action is necessary to remove all infected and dead trees while the pine beetles are dormant during cold winter temperatures. This project contracts with the low responsive bidder to perform the above work, including the project 'Base Bid' and 'Alternate #1' scopes of work. The Base bid scope includes the timber harvest of 198 insect infested & dead standing trees on golf course property, including felling, limbing, on-site transport, coordination of timber sale, loading and transport of logs to off-site mill/buyer. Additive Alternate #1 includes the collection, grinding & disposal of all tree debris (limbs, tree tops, etc). All work is required to be complete prior to February 10th, 2023.			
Motion wording: Move to approve Spirit Pruners, LLC. public works contract for the Downriver Golf Course Forest Health Management project in the amount of \$302,000 + applicable taxes.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Kelly Chadwick Email address: k@spiritpruners.com Phone: 509.979.3496			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name: Mark Poirier			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$302,000 + applicable taxes Budget code: 4600-55100-94000-56203			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 604374569 Business license expiration date: 11/30/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: DOWNRIVER GOLF COURSE
FOREST HEALTH MANAGEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **SPIRIT PRUNERS LLC**, whose address is 720 North Cochran Street, Spokane, Washington 99201, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **DOWNRIVER GOLF COURSE FOREST HEALTH MANAGEMENT PROJECT.**

2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

Contractor will construct the Base Bid and Alternate 1 project scope, in accordance with the contract documents.

3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on January 4, 2023 and shall run through June 1, 2023. Project time of completion and working days in accordance with contract documents.

4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

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

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$302,000.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the

- subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.
- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
17. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs,

epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

SPIRIT PRUNERS LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

22-232

PAYMENT BOND

We, **SPIRIT PRUNERS LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$302,000.00)**, plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **DOWNRIVER GOLF COURSE FOREST HEALTH MANAGEMENT PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

SPIRIT PRUNERS LLC,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was author-
ized to sign the document and acknowledged it as the agent or representative of the named
surety company which is authorized to do business in the State of Washington, for the uses
and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **SPIRIT PRUNERS LL.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$302,000.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **DOWNRIVER GOLF COURSE FOREST HEALTH MANAGEMENT PROJECT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SPIRIT PRUNERS LLC,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

Spirit Pruners, LLC. <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Downriver Golf Course Forest Health Management</u> <hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



City of Spokane Invitation To Bid

CONTRACTOR'S BID RESPONSE

Project Title: Downriver Golf Course Forest Health Management

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on N/A at N/A. The location will be NO PRE-BID WILL BE HELD FOR THIS PROJECT.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 1:00PM on December 13th to NICK HAMAD at email to nhamad@spokanecity.org, Spokane, WA N/A.
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 www.dor.wa.gov or 1-360-705-6741 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:	NICK HAMAD
Department:	PARKS AND RECREATION
Phone:	509.363.5452
Email:	NHAMAD@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 FEBRUARY 10th, 2022.
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 \$250.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
 - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

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

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

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

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

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

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

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is DECEMBER 7th 2022.

- 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

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.
3. SCOPE OF WORK.

A large rectangular area defined by a red dashed line, intended for the contractor to provide details for the Scope of Work.A second large rectangular area defined by a red dashed line, providing additional space for the contractor to provide details for the Scope of Work.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

3. SCOPE OF WORK (continued from previous page)

SPECIAL NOTES

1. No work shall be performed prior to January 1, 2023.

2. In order to limit damage to the golf course grounds, it is desired that tree cutting/felling and on-site transport occur during hard freezing conditions. For the purpose of this project, "Hard Freezing" conditions shall be defined as, "an average frost depth of 12" or greater and daily high temperatures forecast below 32 degrees". Contractor and owner's representative shall mutually agree on 'weather window' prior to commencing work.

3. Contractor shall assume hard freezing conditions occur between January 1 & February 10th and shall assume that heavy equipment (tracked equipment / RTS skidder /etc.) can be utilized without causing major damage to golf course property. In the event that hard freezing conditions do not occur, work shall still occur. The City may accept 'Additive Alternate #2' to increase project cost to complete work using a forwarder, or other smaller equipment and/or additional labor in lieu of heavy tracked equipment / skidder to reduce damage to golf course property. The City, at its sole discretion, may accept Additive Alternate #2 during hard freezing conditions to further limit damage to golf course property.

4. So long as contractor work is completed during mutually agreeable 'weather window' or as otherwise authorized by City, contractor shall not include repair or restoration of golf course surface/turf or repair of irrigation equipment. All landscape and irrigation repair work shall be completed by others at no cost to the contractor.

5. Contractor shall not remove or grind any stumps or root wads as a part of construction activity. Stumps shall remain in place.

6. Contractor is required to transport and sell timber products. Any revenues from timber product sales (lumber/chips/grindings/etc.) shall be paid to the Contractor, not to the City of Spokane. Contractor shall deduct anticipated revenues from Contractor's base bid price as deemed appropriate by the Contractor.

7. Contractor shall deduct the anticipated sales price / revenue of timber products from the contractor's base bid pricing as deemed appropriate by the contractor.

8. RTS grapple type skidders with 35" wide (or wider) tires are permitted on the golf course property in base bid pricing scenario during 'hard freezing conditions'. If hard freezing conditions do not exist, or if the City decides to accept 'alternate #2 - forwarding in lieu of skidding' for any reason prior to or during project work, skidders shall not be permitted on golf course property. No tracked type skidders are permitted on golf course property.

9. The City of Spokane has waived the City of Spokane Tree Permit for this project - no city issued tree permit shall be required. Contractors are not required to be a commercial tree service licensed in the City of Spokane to conduct this work, so long as the contractor meets the work qualifications listed on previous page. (see project attachment 3).

10. Per Informal Conference Note with DNR, project is considered Class 1 activity and may commence without notice or application (see project attachment 3).

11. Project has received an exemption from Shoreline Substantial Development Permit and are found to be "normal maintenance". (see project attachment 3).

12. An initial project billing for mobilization and project startup costs is permissible. Additional progress billings shall be permitted and processed as work is completed.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: Downriver Golf Course Forest Health Management

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 (timber harvest):\$ \$216,000
SALES TAX (9 %) \$ \$19,440
TOTAL BASE BID PRICE: \$ \$235,440
TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: \$ 0.00

Additive Alternate #1 - Debris Chipping/Grinding & Removal
(Include 9.0% Retail Sales Tax) \$ \$93740

Additive Alternate #2 - Forwarding in Lieu of Skidding
(Include 9.0% Retail Sales Tax) \$ \$113,360

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

SPIRIPL81216

604-374-569

483 766 002

A35 8392 18

604-374-569

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: Kelly Chadwick

SIGNATURE: Kelly Chadwick

TITLE: Executive Manager PHONE: 509-992-3062

ADDRESS: 720 N. Cochran Spokane WA 99201



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: Downriver Golf Course Forest Health Management

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

CONTRACTOR/SUPPLIER Lost Creek Logging

TYPE OF WORK/BID ITEM Forwarder

AMOUNT \$ \$15,300

CONTRACTOR'S REGISTRATION NO. 601 620 577

CONTRACTOR/SUPPLIER Curtis Point Tree Service

TYPE OF WORK/BID ITEM Felling

AMOUNT \$ \$16000

CONTRACTOR'S REGISTRATION NO. CURTIPT805CO

CONTRACTOR/SUPPLIER Akre Enterprises

TYPE OF WORK/BID ITEM Tub Grinder and Excavator to feed

AMOUNT \$ \$40,000

CONTRACTOR'S REGISTRATION NO. 81-262416

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

12/12/22

Date

Kelly Chadwick

Signature of Authorized Representative

BID TABULATION



2022.12.14

DOWNRIVER GOLF COURSE FOREST HEALTH MANAGEMENT PROJECT

CONTRACTOR	BASE BID (no tax) - TIMBER HARVEST	BASE BID (inc'l tax) - TIMBER HARVEST	Add/Alt 1 (Inc'l tax) - CHIP/REMOVAL	Add/Alt 2 (Inc'l tax) - FORWARDING	TOTAL BID
Spirit Pruners	\$ 216,000.00	\$ 235,440.00	\$ 93,740.00	\$ 113,360.00	\$ 423,100.00
American Forest Management	\$ 255,012.50	\$ 277,963.63	N/A	N/A	N/A
-	\$ -	-	\$ -	\$ -	\$ -
-	\$ -	-	\$ -	\$ -	\$ -
-	\$ -	-	\$ -	\$ -	\$ -



[Return to Minutes](#)

**DOWNRIVER
GOLF COURSE**

North Aubrey L White Parkway

North Columbia Circle

West Cora Avenue

West Alice Avenue

North Wellington Place

North E Street

North D Street

North C Street

North Street

West Riverview Drive

West Cleveland Avenue

West Grace Avenue

West Downriver Drive



APPROXIMATE TREE
REMOVAL LOCATION



