



Spokane Park Board

3:30 p.m. Thursday, March 9, 2023
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board Members

- X Bob Anderson – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- X Barb Richey – arrived 3:31
- X Hannah Kitz – arrived 3:31
- X Kevin Brownlee
- X Christina VerHeul
- Jonathan Bingle – City Council liaison

Parks Staff

- Jason Conley
- Al Vorderbrueggen
- Mark Buening
- Rich Lentz
- Jonathan Moog
- Jennifer Papich
- Fianna Dickson
- Nick Hamad
- Berry Ellison
- Mark Poirier
- Karin Cook
- Kris Behr

Guests

- Kelly Brown
- Karen Mobley
- Kirsten Angell
- Sam Mace

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Bob Anderson
The meeting was called to order at 3:32 p.m. See above for attendance
2. **Additions or deletions to the agenda**
 - A. None
3. **Public comment**
 - A. Three Lincoln Park area citizens, Karen Mobley, Sam Mace, and Kirsten Angell, individually spoke to the Park Board, expressing their gratitude for removing Lincoln Park as a possible dog park site. They also indicated their desire to move forward with a plan to officially designate Lincoln Park as a permanent natural land area and have been taking appropriate action within their neighborhood groups.
4. **Consent agenda**
 - A. Administrative and committee-level items
 - 1) [February 9, 2023, regular Park Board meeting minutes](#)
 - 2) [Claims – February 2023](#)
 - 3) [Spilker Contracting / Liberty Park playground & restroom renovation project \(\\$450,500.12, tax inclusive\)](#) – Berry Ellison
 - 4) [2M Company & Horizon / Liberty Park irrigation materials / Liberty Park \(49,157.24 + tax\)](#) – Nick Hamad

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #4, as presented

Barb Richey seconded.
Motion passed with unanimous consent (10-0)

5. **Special guests**

A. None

6. **Financial report and budget update** – Mark Buening presented the 2022 year-end report, and the February financial report and budget update.

1) **2022 year-end report**

- a. Park Fund – Last year's Park Fund operating expenditures were almost \$3.3 million more than the historic budget average. Revenue was almost \$2.1 more than the historic budget amount. Last year's revenues exceeded expenditures by approximately \$124,000 for the Park Fund.
- b. Golf Fund – The 2022 Golf Fund operating expenditures were about \$846,000 more than the historic budget amount. Revenues were almost \$204,000 more than the revenue budget average. Total revenues exceeded expenditures more than \$781,000 for the Golf Fund last year.

2) **February financial report**

- a. Park Fund – The February operating expenditures for the Park Fund are about \$23,000 more than the historic budget average. Year-to-date revenues are almost \$173,000 more than the historic budget average. Operating expenditures are approximately \$1.6 million less than actual revenues.
- b. Golf Fund – Operating expenditures for the Golf Fund are about \$183,900 more than the budget average. Year-to-date revenues are about \$20,000 less than the historic revenue budget. YTD revenues are about \$300,000 less than the expenditures.

7. **Special discussion/action items:**

A. None

8. **Committee reports:**

Urban Forestry Tree Committee: The February 28 meeting was canceled – Kevin Brownlee

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. April 4, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: The March 7 meeting was canceled – Nick Sumner

A. Action items: None

B. The next scheduled meeting is 8:00 a.m. April 11, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: March 1, 2023 – Greta Gilman

A. **Park parcels 25133.2012 & 35133.2103 access & utility easement agreement / Peaceful Valley (\$16,687.00 revenue)** – Nick Hamad

- 1. Richard Palmer owns land adjacent to Park property in Peaceful Valley. He has requested an access and utility easement in order to develop his lots. His original request was denied, and Nick worked with City Engineers to modify the request. Mr. Palmer originally requested a 30-foot-wide sewer and water easement, which was decreased to 21 feet, 5 of which is on his property, for a total of 16 feet on Park property. He also originally requested 21-foot access easement which was decreased to 16-foot. The proposal includes rules and regulations for land use, including the continuance of public access to the Park-owned parcels, maintained by the owner in

perpetuity. The revenue amount was derived by a real estate fair-market valuation and will go into an improvement fund specifically for the Peaceful Valley parks, which includes a community garden.

2. Jennifer Ogden noted the steps taken in this easement illustrates the process which should be followed in the future. These steps include the reduction of negative impacts to the park, a fair-market value assessment was conducted, the acquired funds would be set aside to be impactful in the neighborhood, thinking first of the benefit to Parks, and the reiteration that this is not a sale of Parks land.

Motion No. 2: Greta Gilman moved to approve the Park parcels 25133.2012 & 35133.2103 access & utility easement agreement / Peaceful Valley (\$16,687.00 revenue)

Barb Richey seconded.

Motion passed with unanimous consent. (10-0)

- A. The next scheduled meeting is 3:30 p.m. April 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: March 1, 2023 – Sally Lodato

A. Action items: None

- B. The next scheduled meeting is 5:15 p.m. April 5, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: The March 6 meeting was canceled – Gerry Sperling

A. Action items: None

The next scheduled meeting is 4:00 p.m. April 10, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Finance Committee: March 7, 2023 – Bob Anderson

A. Action items: None

- B. The next regularly scheduled meeting is 3:00 p.m. April 11, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: February 15, 2023 – Jennifer Ogden

A. Action items: None

- B. The next regularly scheduled meeting is 3:00 p.m. April 19, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. Reports

A. President: Bob Anderson

1. Special Meeting/Retreat: Bob reminded the Board of the retreat next Thursday, March 16 at 9:00 a.m. to 2:00 p.m. at The Podium. The topics will include goals, priorities, and roles. He encouraged the Board to come prepared to discuss 2022 achievements and primary unfinished business. He expressed appreciation to Mark Buening for his many years of service to the Parks.

B. Liaisons

1. Conservation Futures: Nick Sumner – no updates were reported
2. Parks Foundation: Barb Richey – a meeting with Park Board members, Parks Foundation staff and the Humane Society will meet on March 14 and she will present the finding at the April Park Board meeting. The Foundation fund balance is included in the packet.
3. City Council: Jonathan Bingle – absent, no updates were reported

C. Director: Garrett Jones

3. Special meeting/retreat: Garrett will be sending out more information on the agenda topics for the upcoming retreat
4. Financial picture: Garrett stated that on Monday night, City Council will be considering a special budget ordinance for the revitalization of the South Suspension Bridge, which should be complete Spring of 2024, thus eliminating the utilization of Parks funds. He again thanked Mark for his service and welcomed Rich Lentz to his new role.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:21 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. April 4, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: 3:30 p.m. April 5, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: 5:15 p.m. April 5, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. April 10, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: 8:00 a.m. April 11, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Finance Committee: 3:00 p.m. April 11, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: 3:00 p.m. April 19, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

B. Special Park Board: 9:00 a.m., March 16, 2023, The Podium, 511 W. Dean Ave., 3rd floor VIP area

C. Regular Park Board: 3:30 p.m. April 13, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx

C. Park Board Study Session: No session scheduled at this time.

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

***CITY OF SPOKANE PARK AND RECREATION DIVISION
FEBRUARY 2023 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - MARCH 9, 2023***

PARKS & RECREATION:

SALARIES & WAGES	\$	813,133.21
MAINTENANCE & OPERATIONS	\$	703,852.51
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	315,146.31

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	1,251.95
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GOLF:

SALARIES & WAGES	\$	95,170.93
MAINTENANCE & OPERATIONS	\$	210,369.91
CAPITAL OUTLAY	\$	124,800.00
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u><u>2,263,724.82</u></u>

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	March 1, 2023		
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	PW ITB No:5829-23		
Item title: (Use exact language noted on the agenda)	Spilker Contracting/Liberty Park Playground & Restroom Renovation Project (\$450,500.12, tax inclusive)		
Begin/end dates	Begins: 03/09/2023	Ends: 12/31/2023	<input type="checkbox"/> Open ended
Background/history: Liberty Park is a community park with numerous amenities including aquatic center, sports field, sports courts, parking, picnic areas & shelter, restroom building, public art, and a new library. The existing playground is undersized for a community park and has depreciated beyond repair. The restroom is in satisfactory condition however it does not meet current ADA guidelines. Parks dept retained Michael Terrell Landscape Architects to prepare drawings and specifications to renovate the playground and restroom. The design effort resulted in a plan that meets the needs & desires of the surrounding community. The project was solicited for bid on Feb 1st and bids were received on Feb 27th. After careful review of the bids received, the Parks dept recommends awarding the base bid and alternates #1 & 3 to Spilker Contracting. Contract Breakdown (all figures include tax): \$254,570.56 Base Bid "Site Improvements" \$121,475.00 Alternate 1 "Restroom Renovation" \$33,500.00 Alternate 3 "Dumpster Enclosure" \$409,545.56 Bid Amount \$40,954.56 Administrative Reserve (for adds/changes to scope and unforeseen conditions by Park Staff as needed) \$450,500.12 Total Contract Value			
Motion wording: Move to approve Spilker Contracting for construction of Liberty Park Playground and Restroom Renovation Project in the amount of \$409,545.56 plus Administrative Reserve of \$40,954.56 for a Total Contract Value of \$450,500.12 (tax inclusive).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spilker Contracting Name: Jon Spilker Email address: jon@spilkercontracting.com Phone: 509 638-9351			
Distribution: Parks – Accounting nhamad@spokanecity.org mmurray@spokanecity.org Parks – Sarah Deatrich mterrell@mt-la.com tprince@spokanecity.org Requester: Berry Ellison sheathman@mt-la.com Grant Management Department/Name: chrisb@nwplayground.com avorderbrueggen@spokanecity.org			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 1425-88153-94760-56414-97248 (ARPA Funds) \$450,500.12 (tax inclusive)			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 604-501-999 Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: LIBERTY PARK PLAYGROUND AND
RESTROOM RENOVATION PROJECT**

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 **SPILKER CONTRACTING**, whose address is 9902 East Peone Landing Lane, Mead, Washington 99021, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G)) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions;

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

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 **LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION 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, subsurface boring logs (if any), and ARP/CSLFRF CFDA 21.027. 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 Alternates 1 and 3 of the project scope, in accordance with the contract documents.

3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall begin on March 9, 2023 and shall run through December 31, 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 **FOUR HUNDRED NINE THOUSAND FIVE HUNDRED FORTY-FIVE AND 56/100 DOLLARS (\$409,545.56)**, including 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.

SPILKER CONTRACTING

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

Attachment - ARP/CSLFRF CFDA 21.027

Attachment – General Terms and Conditions

Attachment – Certification Regarding Debarment

22-045a

PAYMENT BOND

We, **SPILKER CONTRACTING**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED NINE THOUSAND FIVE HUNDRED FORTY-FIVE AND 56/100 DOLLARS (\$409,545.56)**, 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 **LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION 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 _____.

SPILKER CONTRACTING,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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 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, **SPILKER CONTRACTING**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED NINE THOUSAND FIVE HUNDRED FORTY-FIVE AND 56/100 DOLLARS (\$409,545.56)**, 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 **LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION 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 _____

SPILKER CONTRACTING,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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

ATTACHMENT – APR/CSLFRF CFDA 21.027

ATTACHMENT A- ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000 (2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

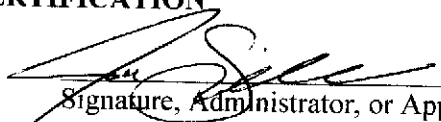
Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION



Signature, Administrator, or Applicant Agency

2/27/23

Date

Jon SPILKER OWNER

print name and title

ATTACHMENT – GENERAL TERMS AND CONDITIONS

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company 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.

12. 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.

13. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ATTACHMENT – CERTIFICATION REGARDING DEBARMENT

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	March 1, 2022		
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)	2M company & Horizon / Liberty Park Irrigation materials / Liberty Park (\$59,157.24+tax)		
Begin/end dates	Begins: 03/09/2023	Ends: 10/31/2023	<input type="checkbox"/> Open ended
Background/history: Purchase of irrigation system materials (heads, pipe, fittings, valves, control system, and accessories) as required to construct a new, automated irrigation system within a 5.6 acre area of Liberty Park. Pricing has been publicly bid per RFQ #5840-23. Once purchased, a crew from city park operations will begin installation of the new system. -Electric Control System & Accessories will be purchased from low bidder, 2M Company -Irrigation Mainline Pipe, Fittings & Valves will be purchased from low bidder, Horizon -Irrigation Lateral Pipe, Fittings and Heads will be purchased from low bidder, 2M Company			
Motion wording: Motion to contract with 2M company and Horizon Corporation for purchase of irrigation materials for Liberty Park for a total of \$59,157.24 plus tax			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: 2M company & Horizon Corp. Email address: - Phone: -			
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Andy Thew Requester: Nick Hamad Nick Newman (nick.newman@horizononline.com) Grant Management Department/Name: Aaron Burger (aburger@2mco.com)			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$59,157.24 plus tax Budget code: 1950-54920-94000-56314-99999			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Bid Response Summary

Bid Number RFQ 5840-23
Bid Title Liberty Park Irrigation Materials
Due Date Thursday, February 23, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company nick.newman@horizononline.com
Submitted By Nick Newman - Thursday, February 23, 2023 12:37:30 PM [(UTC-08:00) Pacific Time (US & Canada)]
 nick.newman@horizononline.com 509-467-6601

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	John Meyer, Nick Newman
Park Board Approval			
	1	This purchase is subject to Park Board approval. Approval is anticipated in March 2023. The City assumes no obligation to purchase until the purchase is approved by Park Board and a City purchase order is issued.	I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	2	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
	3	This Request for Quotes is ONLY for product. The Project Drawings are attached in the Documents Tab for informational purposes only - It has been determined that notes and details on the drawings may be of help to the vendors quoting product.	I acknowledge and understand
	4	This RFQ may be awarded as a whole, by grouping or by line item - wherein the lowest responsive bidder that can meet the deliver deadlines or come the closest to those deadlines - whichever works out best for the City of Spokane.	I acknowledge and I agree
Delivery			

1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
2	All product shall be ordered/delivered FOB: Destination to 2304 E Mallon Ave., Spokane WA 99202. Coordinate delivery with Andy Thew (509) 363-5459	Understood and Agreed
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
4	Delivery is requested to be no later than March 6, 2023 and respondent promises to make every reasonable effort to meet that date (City acknowledges winning supplier shall not bear expedited freight costs to deliver by that date unless supplier had promised delivery before that date in business days ARO). Please indicated delivery timeline or "lead time" for each item in the Pricing Page in the Comments Field.	Understood and Agreed
5	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement		

1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier 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.	Understood and Agreed
2	Supplier's Business Registration No.	94-1554388
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	No
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Electric Control System & Accessories									

1	2-wire control path - 1,000' length, UF/TWU two conductor wire, 14 AWG copper, solid core, twisted, color coded red & blue suitable for direct bury with a blue color polyethylene jacket, Hunter 'ID1 Wire'	Base	If	1,000.00	\$0.49	\$490.00	
2	2-wire control path - 500' length, UF/TWU two conductor wire, 14 AWG copper, solid core, twisted, color coded red & blue suitable for direct bury with a blue color polyethylene jacket, Hunter 'ID1 Wire'	Base	If	500.00	\$0.49	\$245.00	
3	Single strand Pilot control wire - 100' length, Regency cable 14 AWG, solid soft drawn copper, with PVC insulation at least .045M in thickness and a white color polyethylene outer jacket, suitable for direct bury	Base	If	100.00	\$0.112	\$11.20	SOLD IN 500' ROLL
4	Single strand Common control wire - 100' length, Regency cable 14 AWG, solid soft drawn copper, with PVC insulation at least .045M in thickness and a white color polyethylene outer jacket, suitable for direct bury	Base	If	100.00	\$0.112	\$11.20	
5	Bare copper grounding wire - 50' length, 6 AWG, solid soft drawn bare copper grounding wire for indoor and outdoor use	Base	If	50.00	\$0.83	\$41.50	
6	Valve Decoder - 1 station, Hunter ICD100 1 station decoder for Hunter ACC Controller	Base	ea	8.00	\$102.40	\$819.20	

7	Valve Decoder - 2 station, Hunter ICD200 1 station decoder for Hunter ACC Controller	Base	ea	5.00	\$169.60	\$848.00
8	Sensor Decoder - 1 Station, Hunter ICDSen sensor decoder for Hunter ACC Controller	Base	ea	1.00	\$318.40	\$318.40
9	Waterproof wire connectors - 3M DBR/Y-6, kit of 2 600v ul listed connectors	Base	kit	42.00	\$4.07	\$170.94
10	Ground Rod, 5/8"x8" length, copper clad steel ground rod	Base	ea	4.00	\$44.25	\$177.00
11	Ground Rod clamp - decoders, mechanical group rod clamp for cable to rod, high strength, 10 AWG, UL listed for direct burial, GRC58	Base	ea	4.00	\$3.25	\$13.00
12	Ground Rod clamp - controller, mechanical group rod clamp for cable to rod, high strength, 10 AWG to 1 AWG , UL listed for direct burial, GRC58	Base	ea	1.00	\$3.25	\$3.25
13	Controller Grounding Plate - copper alloy intended for grounding applications, minimum size of 4" wide x 96" long x .0625" thickness. A minimum of 6 AWG copper solid bare copper wire to be attached to plate using approved welding proess.	Base	ea	1.00	\$183.75	\$183.75

14	Decoder Grounding Plate - copper alloy intended for grounding applications, minimum size of 4" wide x 48" long x .0625 thickness. A minimum of 10 AWG copper solid bare copper wire to be attached to plate using approved welding process	Base	ea	3.00	\$94.57	\$283.71
15	Powersoft earth contact grounding material, 50 pound bag	Base	50 lb bag	5.00	\$130.00	\$650.00
16	Grounded Rod Box - Carson #809-9-4 box with 1 cover lid, black color	Base	ea	4.00	\$19.82	\$79.28
Irrigation Mainline Pipe, Fittings & Valves						
1	Ductile Iron Pipe - 6" size - class 350, plain end	Base	lf	20.00	\$46.10	\$922.00
2	PVC Pipe - 4" size - Class 200 SDR 21, bell end, gasket joint	Base	lf	1,140.00	\$4.88	\$5,563.20
3	PVC Pipe - 3" size - Class 200 SDR 21, bell end, gasket joint	Base	lf	60.00	\$2.92	\$175.20
4	PVC Pipe - 3" size - Schedule 40, bell end, solvent weld	Base	lf	60.00	\$3.48	\$208.80
5	Underground Detector Tape - 3" wide, 1000' length, APWA compliant purple tape reading "caution, buried irrigation line"	Base	ea	2.00	\$54.91	\$109.82
6	3-way flanged tee, 4" size, Ductile Iron, Sigma DFT 44	Base	ea	1.00	\$237.71	\$237.71
7	3-way flanged tee, 6" size, Ductile Iron, Sigma DFT 66	Base	ea	1.00	\$295.12	\$295.12
8	Companion Flange, - 4" size, 150 psi Cast Iron, Soval 870-040, Black color	Base	ea	1.00	\$32.43	\$32.43
9	Bolt Gasket Kit - 4" size GSFFG4 Matco bolt gasket kit	Base	ea	3.00	\$22.75	\$68.25

10	Concentric MJ Reducer - 4"x6" size, 250 psi Ductile Iron, Sigma 4 flange x 6" mechanical joint	Base	ea	1.00	\$186.48	\$186.48
11	90 Degree MJ ell - 6" size 250 psi Ductile Iron, Sigma DMB 690 without accessories	Base	ea	1.00	\$120.12	\$120.12
12	Mechanical Joint Wedge Restraint for DI pipe w/accessories - 6" size, Sigma one-lok model with accessories, Sigma SLDEP6	Base	ea	6.00	\$53.97	\$323.82
13	MJ x Flange Adapter - 6" size, Ductile Iron MJ x Flanged adapter without accessory, Sigma MFA6	Base	ea	3.00	\$111.82	\$335.46
14	Bolt Gasket Kit - 6" size, GSFFG6 Matco Bolt Gasket Kit	Base	ea	7.00	\$53.97	\$377.79
15	45 Degree push-on ell 4" size, Ductile Iron IPS, Harco deep bell x bell push on joint w/gaskets	Base	ea	10.00	\$81.22	\$812.20
16	Mainline push-on Cap, 4" size, Ductile Iron IPS, Harco deep bell x bell push on joint w/gasket	Base	ea	1.00	\$114.61	\$114.61
17	Mainline Reducer - 4"x3" size, Ductile Iron IPS, Harco 4" Deep bell x 3" bell push on joint w/gaskets	Base	ea	1.00	\$128.14	\$128.14
18	Mainline Small End Bell Reducer - 6"x4" size, Ductile Iron IPS, Harco 6" spigot x 4" bell	Base	ea	2.00	\$101.98	\$203.96
19	Flange x Bell Adapter - 6" size, Ductile Iron IPS Flange x Harco "Style A" deep bell w/gaskets	Base	ea	2.00	\$240.96	\$481.92

41	PVC nipple - 2" size x 3" length, sch 80 pvc	Base	ea	16.00	\$1.68	\$26.88	
42	PVC nipple - 1" size x 2" length, sch 80 pvc	Base	ea	2.00	\$0.67	\$1.34	
43	PVC toe nipple - 2" size x 6" length, sch 80 pvc	Base	ea	1.00	\$3.00	\$3.00	
44	PVC toe nipple - 1.5" size x 2" length, sch 80 pvc	Base	ea	1.00	\$1.05	\$1.05	
45	LASCO "snap-lok" swing joint for quick coupling valve - manufactured, unitized swing joint, Lasco Model #G-3-5-2-18"	Base	ea	2.00	\$75.33	\$150.66	
46	PVC Threaded union - 2" size sch 80 pvc, FMT	Base	ea	16.00	\$11.01	\$176.16	
47	PVC Threaded union - 1.5" size sch 80 pvc, FMT	Base	ea	1.00	\$8.31	\$8.31	
48	PVC Threaded union - 1" size sch 80 pvc, FMT	Base	ea	1.00	\$4.25	\$4.25	
49	Hydrometer Box - Carson #spec grade 2436 vault, 18" height w/18" extension, bolt down locking flush solid cover, green color	Base	ea	1.00	\$502.28	\$502.28	2 - 1730-18 (INVERTED) 2436-18 is not available
50	Control Valve Box - Carson #1419-12" standard box with #1419-38 flush cover, green color	Base	ea	17.00	\$42.01	\$714.17	
51	Drip Zone Valve Box Riser - Carson #1419-16" standard riser	Base	ea	17.00	\$28.54	\$485.18	
Irrigation Lateral Pipe, Fittings & Heads							
1	PVC Pipe - 4" size, Schedule 40 PVC, bell end, solvent weld	Base	lf	20.00	\$5.02	\$100.40	
2	PVC Pipe - 3" size, Schedule 40 PVC, bell end, solvent weld	Base	lf	1,200.00	\$3.17	\$3,804.00	
3	PVC Pipe - 2.5" size, Schedule 40 PVC, bell end, solvent weld	Base	lf	300.00	\$2.90	\$870.00	

4	PVC Pipe - 2" size, Schedule 40 PVC, bell end, solvent weld	Base	lf	900.00	\$1.68	\$1,512.00
5	PVC Pipe - 1.5" size, Schedule 40 PVC, bell end, solvent weld	Base	lf	2,100.00	\$1.36	\$2,856.00
6	PVC Pipe - 1" size, Schedule 40 PVC, bell end, solvent weld	Base	lf	4,000.00	\$0.82	\$3,280.00
7	PVC reducing bushing - 4"x3" size, Schedule 40 PVC slip x slip	Base	ea	1.00	\$8.26	\$8.26
8	PVC reducing bushing - 4"x1.5" size, Schedule 40 PVC slip x slip	Base	ea	1.00	\$8.26	\$8.26
9	PVC Reducing Bushing - 3"x2.5" size, schedule 40 PVC, slip x slip	Base	ea	5.00	\$3.70	\$18.50
10	PVC reducing bushing - 3"x2" size, Schedule 40 PVC slip x slip	Base	ea	20.00	\$3.70	\$74.00
11	PVC reducing bushing - 3"x1.5" size, Schedule 40 PVC slip x slip	Base	ea	10.00	\$3.70	\$37.00
12	PVC reducing bushing - 3"x1" size, Schedule 40 PVC slip x slip	Base	ea	5.00	\$3.70	\$18.50
13	PVC reducing bushing - 2.5"x2" size, Schedule 40 PVC slip x slip	Base	ea	5.00	\$2.50	\$12.50
14	PVC reducing bushing - 2.5"x1.5" size, Schedule 40 PVC slip x slip	Base	ea	3.00	\$2.50	\$7.50
15	PVC reducing bushing - 2.5"x1" size, Schedule 40 PVC slip x slip	Base	ea	2.00	\$2.50	\$5.00
16	PVC reducing bushing - 2"x1.5" size, Schedule 40 PVC slip x slip	Base	ea	30.00	\$1.56	\$46.80
17	PVC reducing bushing - 2"x1" size, Schedule 40 PVC slip x slip	Base	ea	10.00	\$1.56	\$15.60

18	PVC reducing bushing - 2"x1" size, Schedule 80 PVC 2" slip x 1" thread	Base	ea	1.00	\$2.21	\$2.21	
19	PVC reducing bushing - 1.5"x1" size, Schedule 40 PVC slip x slip	Base	ea	65.00	\$0.94	\$61.10	
20	PVC reducing Male Adapter - 2"x3" size, Schedule 40 PVC, 2" MPT x 3" slip	Base	ea	15.00	\$5.68	\$85.20	
21	PVC reducing Male Adapter - 2"x4" size, Schedule 40 PVC, 2" slip x 4" SPG	Base	ea	1.00	\$16.27	\$16.27	ASSEMBLY
22	PVC Male Adapter - 1.5" size, Schedule 40 PVC, 1.5" MPT x 1.5" slip	Base	ea	1.00	\$1.02	\$1.02	
23	PVC Female Adapter - 1" size, Schedule 40 PVC, 1" slip x 1" FMT	Base	ea	110.00	\$0.58	\$63.80	
24	PVC Coupling - 4" size, Schedule 40 PVC, slip x slip	Base	ea	1.00	\$6.25	\$6.25	
25	PVC Coupling - 3" size, Schedule 40 PVC, slip x slip	Base	ea	5.00	\$4.31	\$21.55	
26	PVC Coupling - 2.5" size, Schedule 40 PVC, slip x slip	Base	ea	2.00	\$2.76	\$5.52	
27	PVC Coupling - 2" size, Schedule 40 PVC, slip x slip	Base	ea	5.00	\$1.26	\$6.30	
28	PVC Coupling - 1.5" size, Schedule 40 PVC, slip x slip	Base	ea	10.00	\$0.82	\$8.20	
29	PVC Coupling - 1" size, Schedule 40 PVC, slip x slip	Base	ea	1.00	\$0.55	\$0.55	
30	PVC Tee - 4" size, Schedule 40 PVC, slip x slip x slip	Base	ea	10.00	\$20.20	\$202.00	
31	PVC Tee - 3" size, Schedule 40 PVC, slip x slip x slip	Base	ea	25.00	\$11.16	\$279.00	
32	PVC Tee - 2.5" size, Schedule 40 PVC, slip x slip x slip	Base	ea	5.00	\$8.50	\$42.50	
33	PVC Tee - 2" size, Schedule 40 PVC, slip x slip x slip	Base	ea	20.00	\$2.58	\$51.60	

50	PVC 90 ell - 2" size, Schedule 80 PVC, slip x slip	Base	ea	5.00	\$2.09	\$10.45
51	PVC 90 ell - 1.5" size, Schedule 80 PVC, slip x slip	Base	ea	15.00	\$1.33	\$19.95
52	PVC 90 ell - 1" size, Schedule 40 PVC, slip x slip	Base	ea	110.00	\$0.70	\$77.00
53	Steel 90 ell - 1" size, Schedule 40 steel, galvanized	Base	ea	3.00	\$3.01	\$9.03
54	Rotor Swing Joint - 1" size, manufactured, unitized triple swing joint MIPT inlet & outlet, 12" lay length - Lasco 1"Tx12"Lx1"T	Base	ea	160.00	\$29.59	\$4,734.40
55	Rotor Swing Joint - 3/4" size, manufactured, unitized triple swing joint MIPT inlet & outlet, 12" lay length - Lasco .75"Tx12"Lx.75"T	Base	ea	60.00	\$26.57	\$1,594.20
56	Rotor Irrigation Head - 1" size, 6" pop-up, adjustable arc, stainless steel riser, Hunter model 1-25-06-SS, standard nozzles	Base	ea	160.00	\$48.80	\$7,808.00
57	Rotor Irrigation Head - 3/4" size, 6" pop-up, adjustable arc, plastic riser w/flow shut-off & MPR Nozzles. Rain Bird Model #5006-PL-PC-SAM-MPR 25. include MPR nozzle tree	Base	ea	60.00	\$20.46	\$1,227.60
Total Base Bid		\$62,995.34				



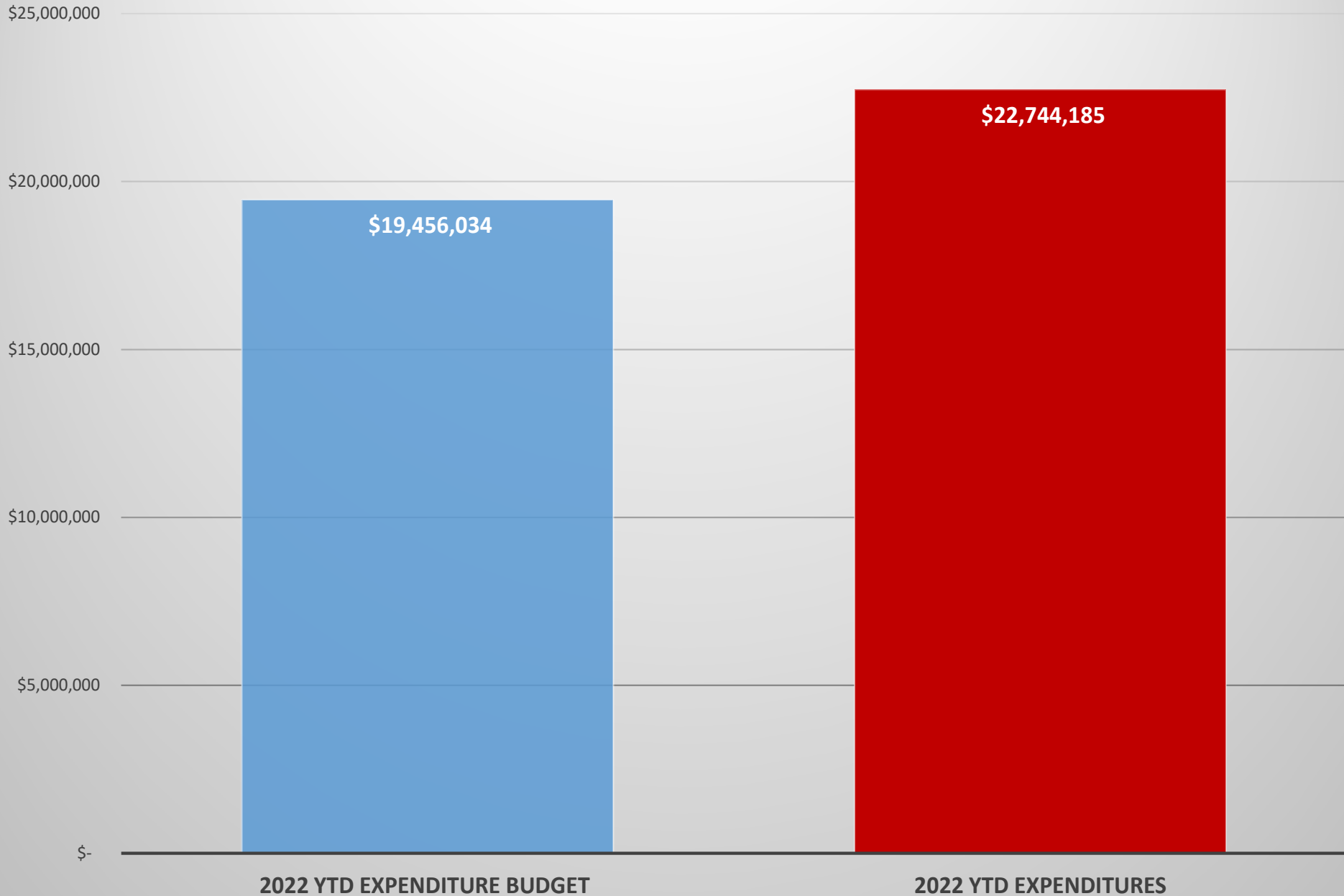
City of Spokane
PARKS
& RECREATION

Financial Reports

Year-End 2022

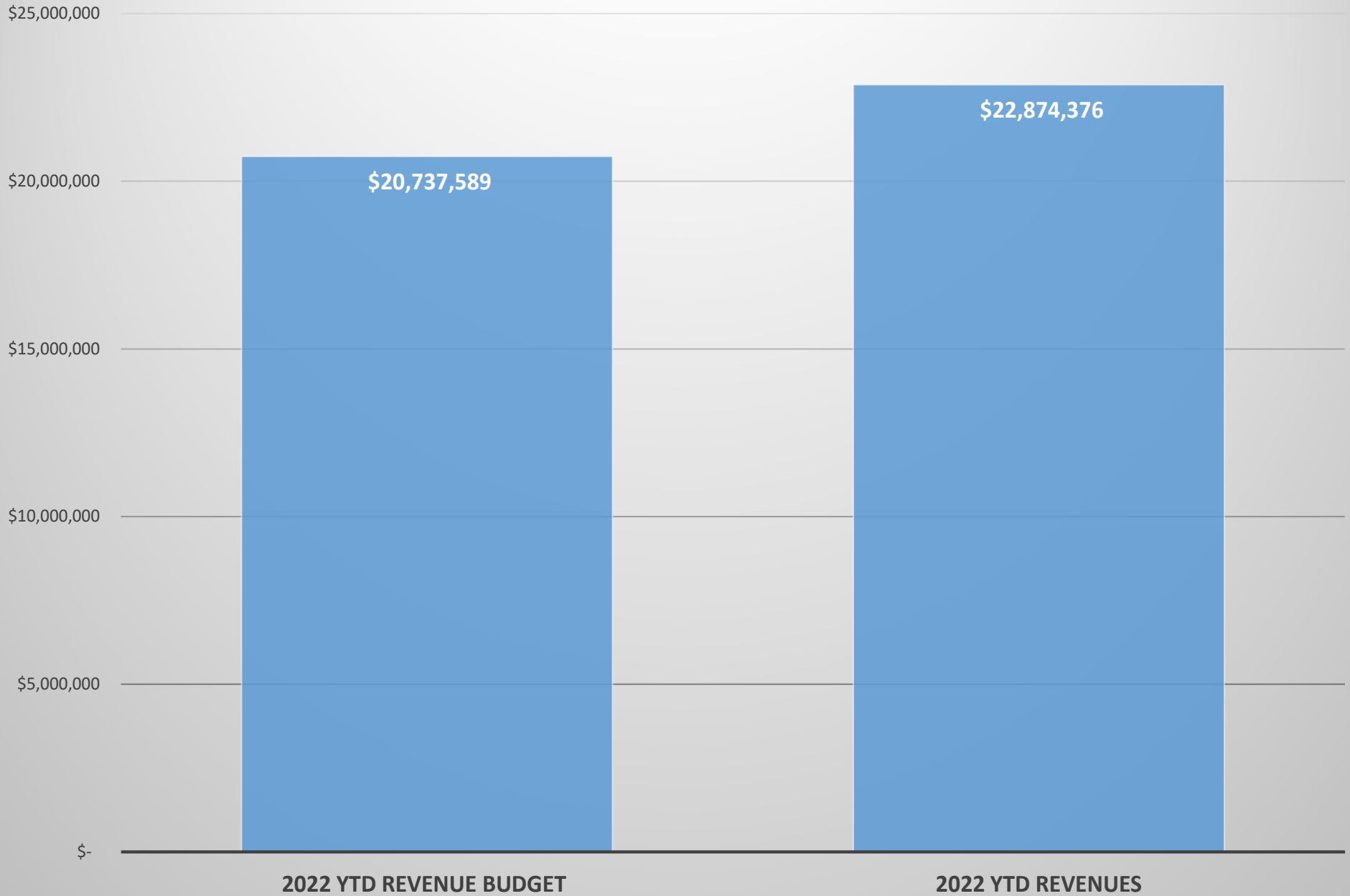
Park Fund

Year-End 2022 Expenditures vs. Historical Budget Average



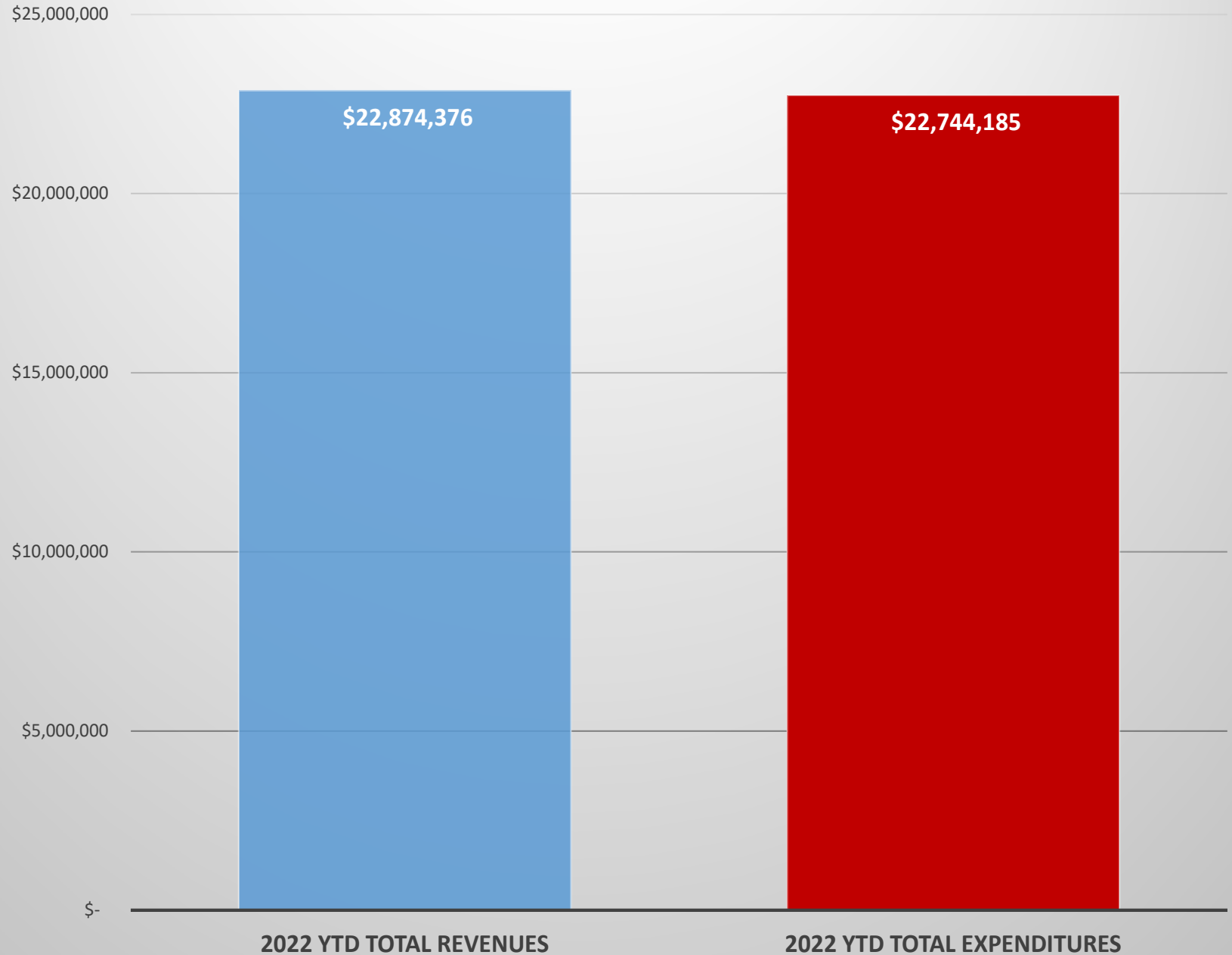
Park Fund

Year-End 2022 Total Revenues vs. Historical Budget Average



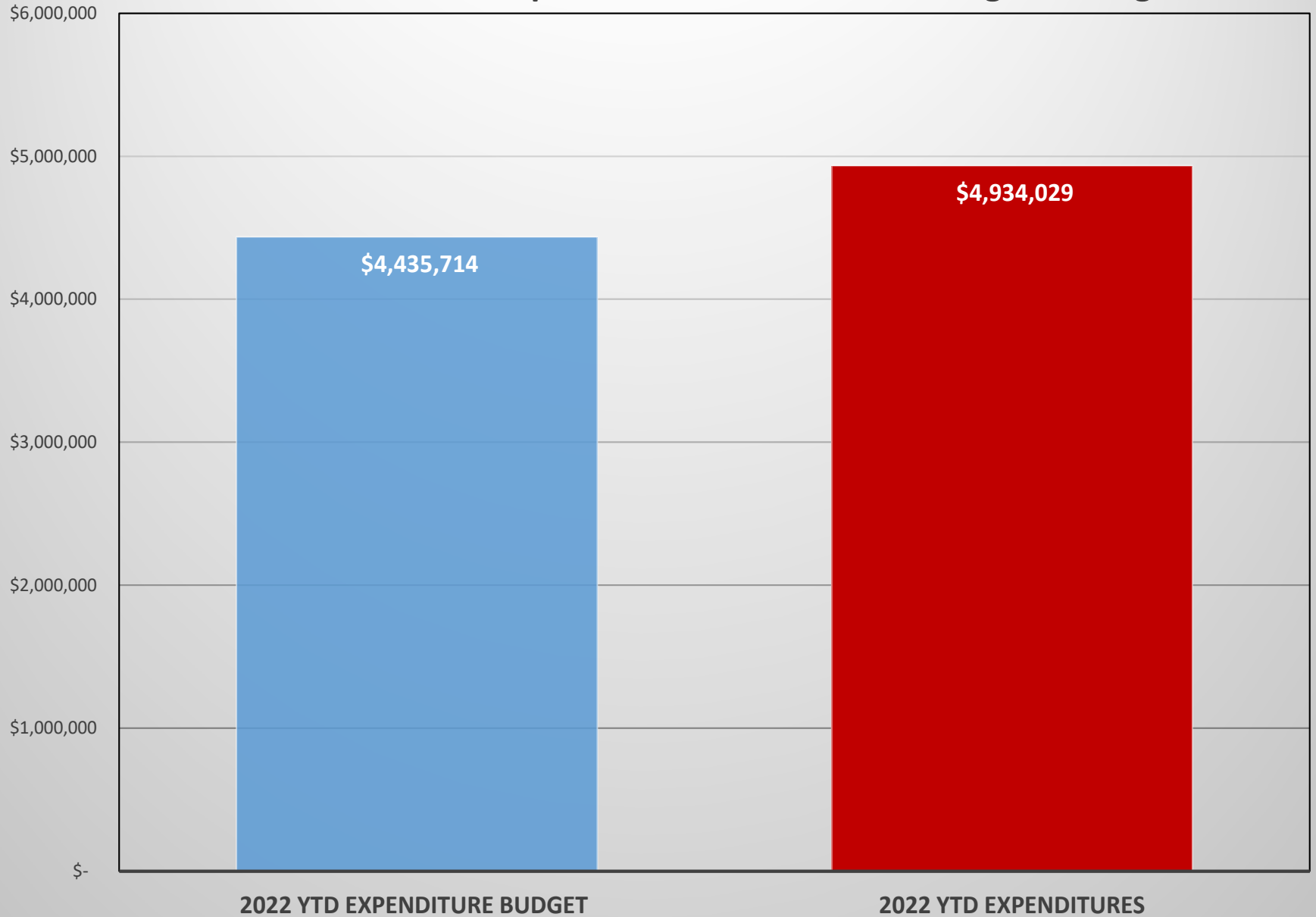
Park Fund

Total 2022 YTD Expenditures vs. Total YTD Revenues

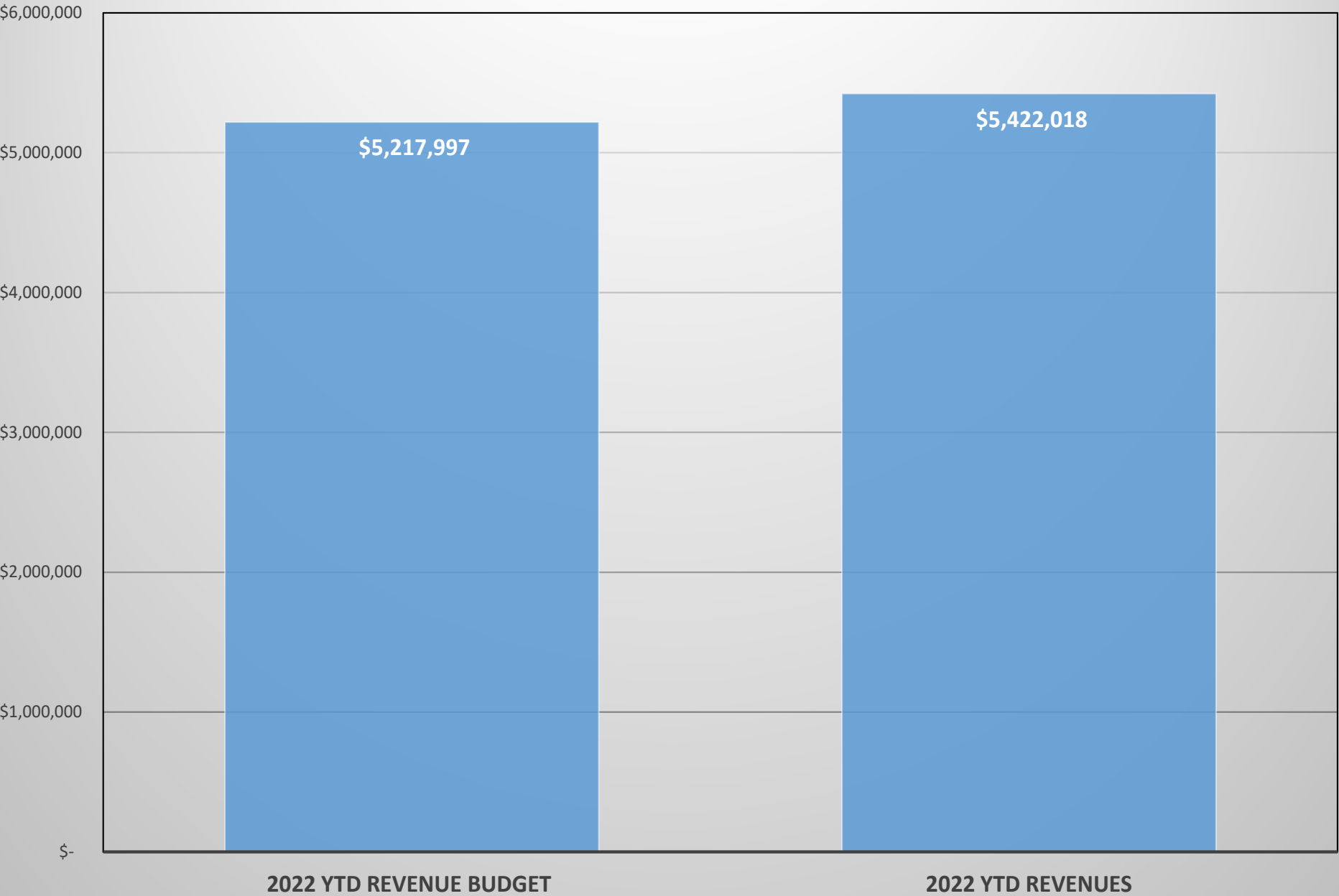


Golf Fund

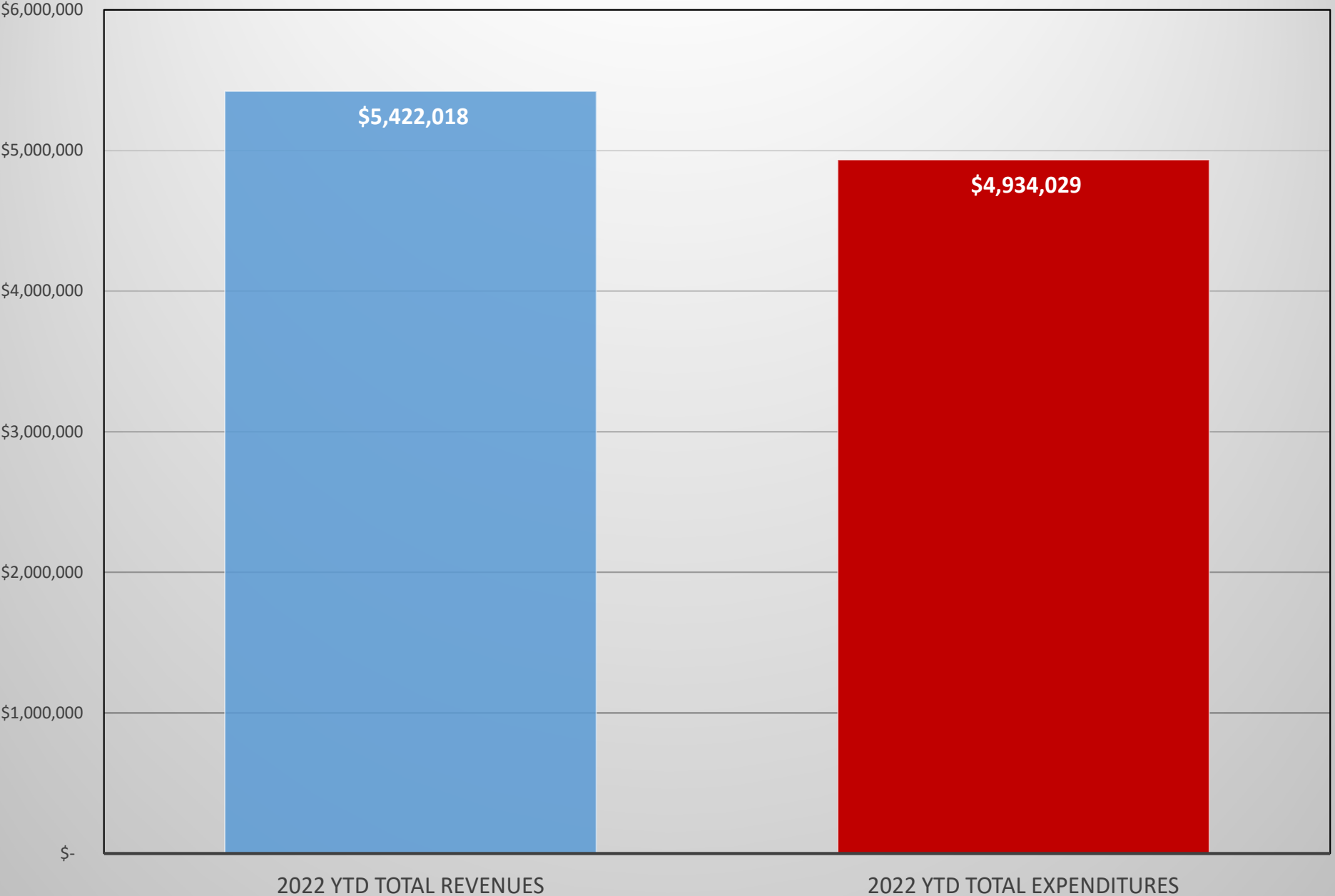
Year-End 2022 Expenditures vs. Historical Budget Average



Golf Fund
Year-End 2022 Total Revenues vs. Historical Budget Average



Golf Fund
Total 2022 YTD Expenditures vs. Total YTD Revenues





City of Spokane
PARKS
& RECREATION

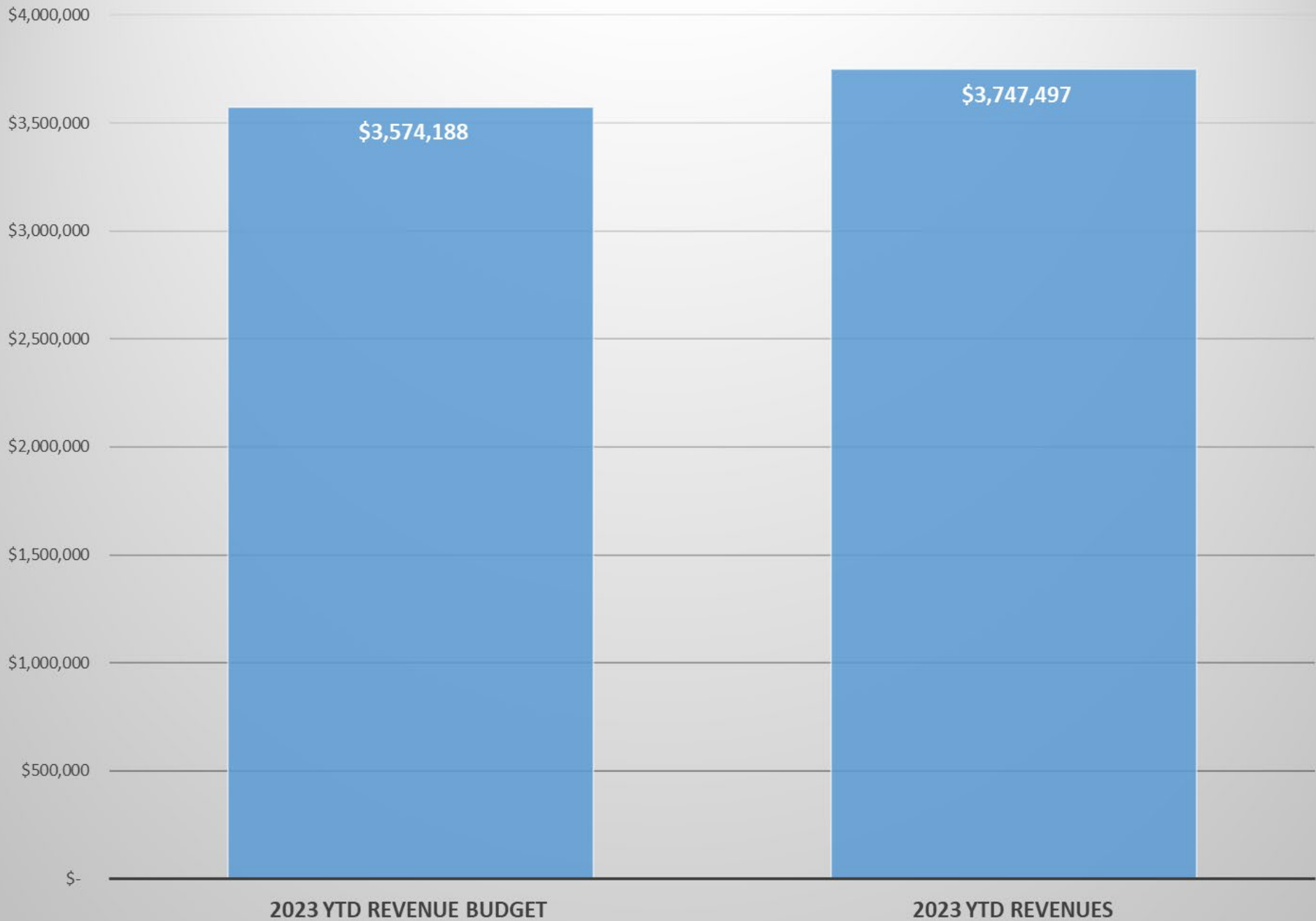
Financial Reports

February 2023

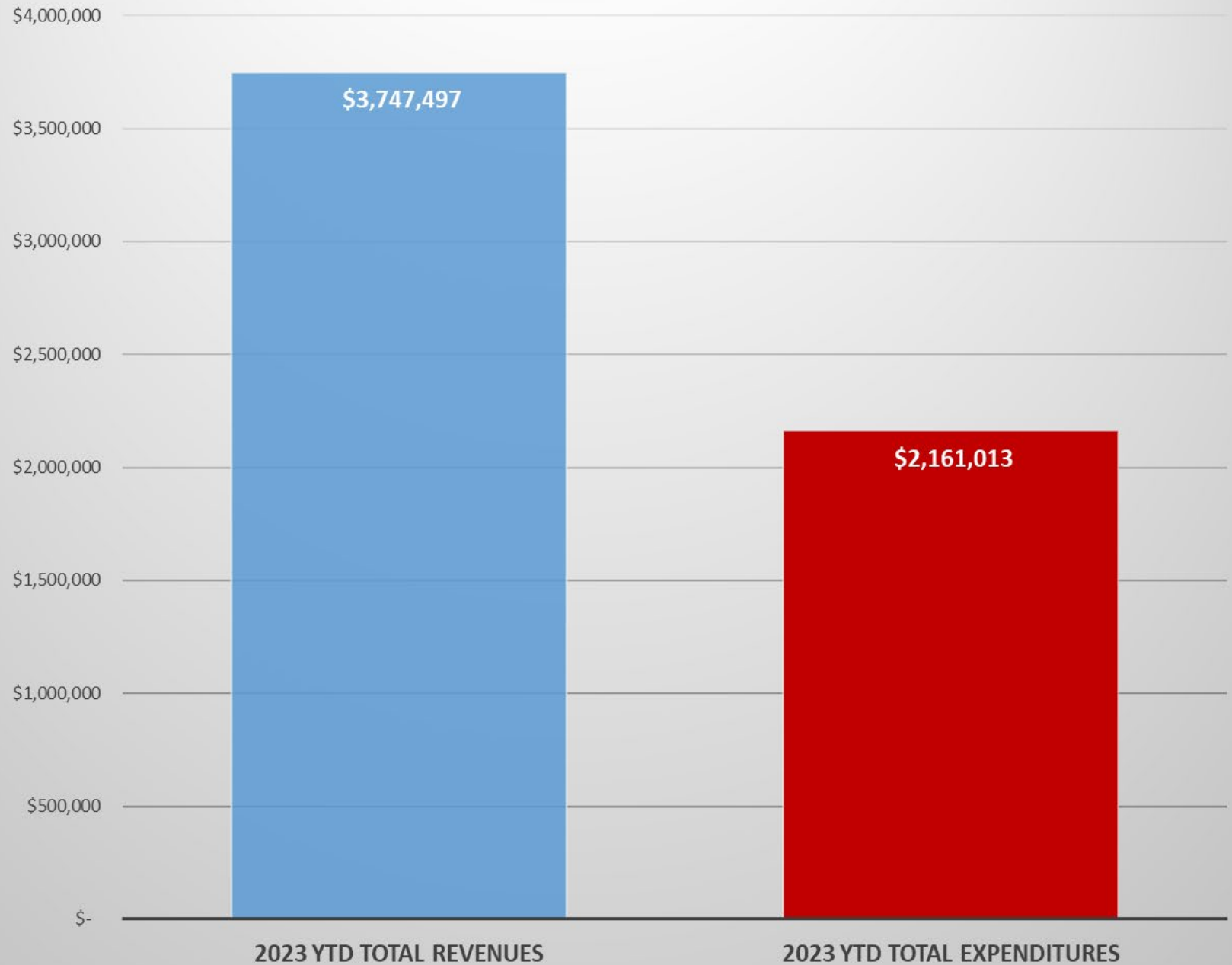
Park Fund - YTD 2023 Expenditures vs. Historical Budget Average



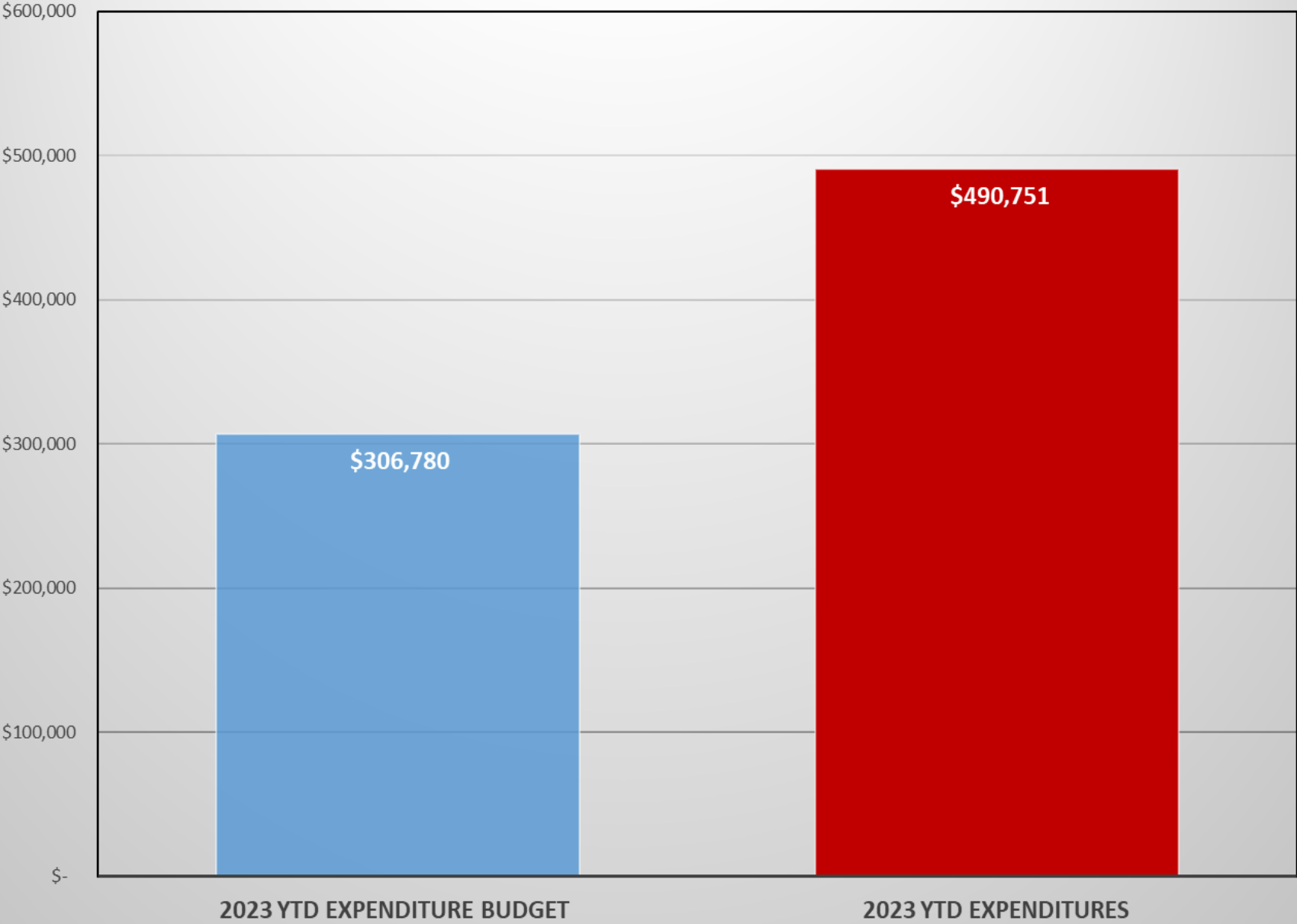
Park Fund - YTD 2023 Total Revenues vs. Historical Budget Average



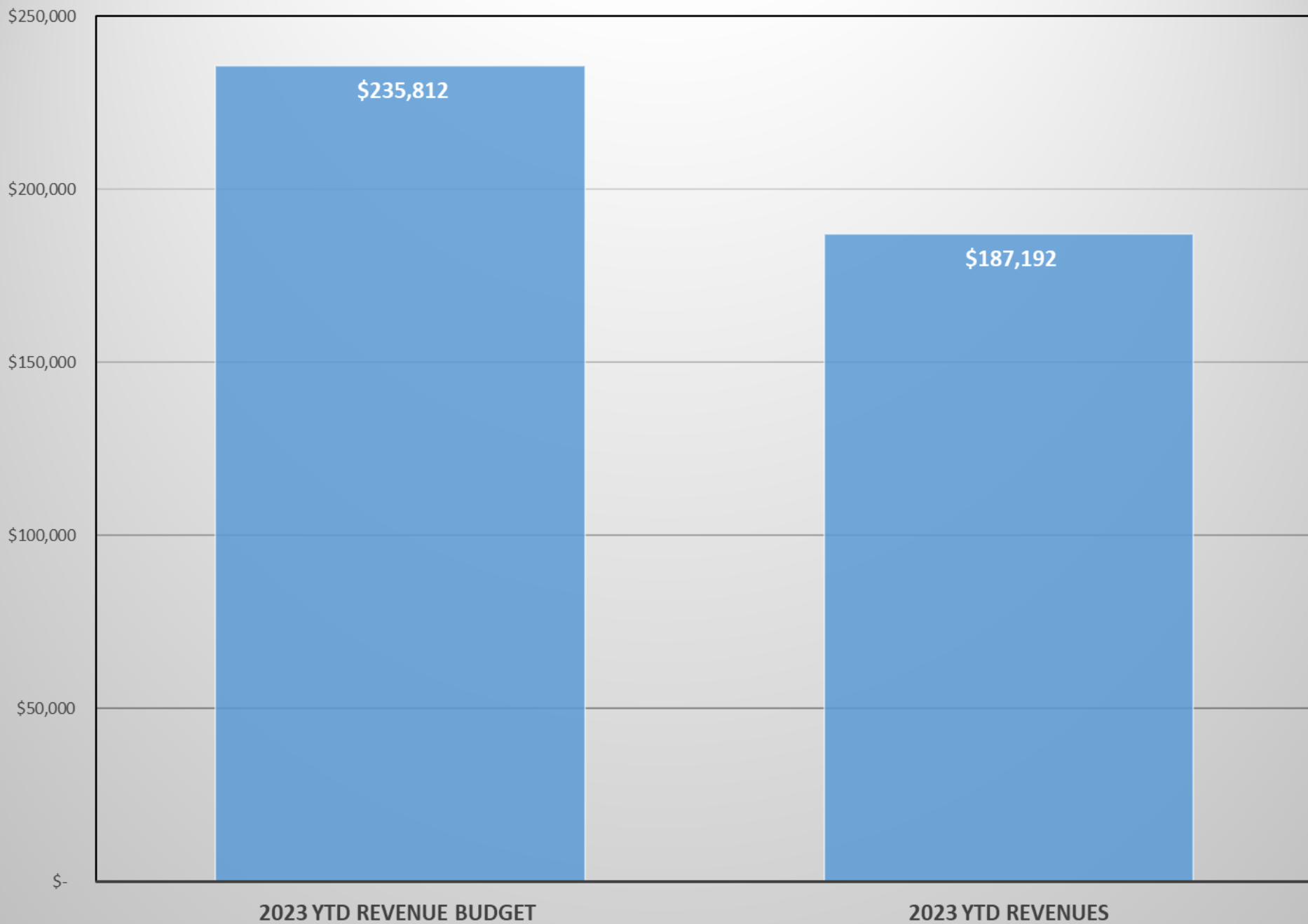
Park Fund - YTD 2023 YTD Expenditures vs. Total YTD Revenues



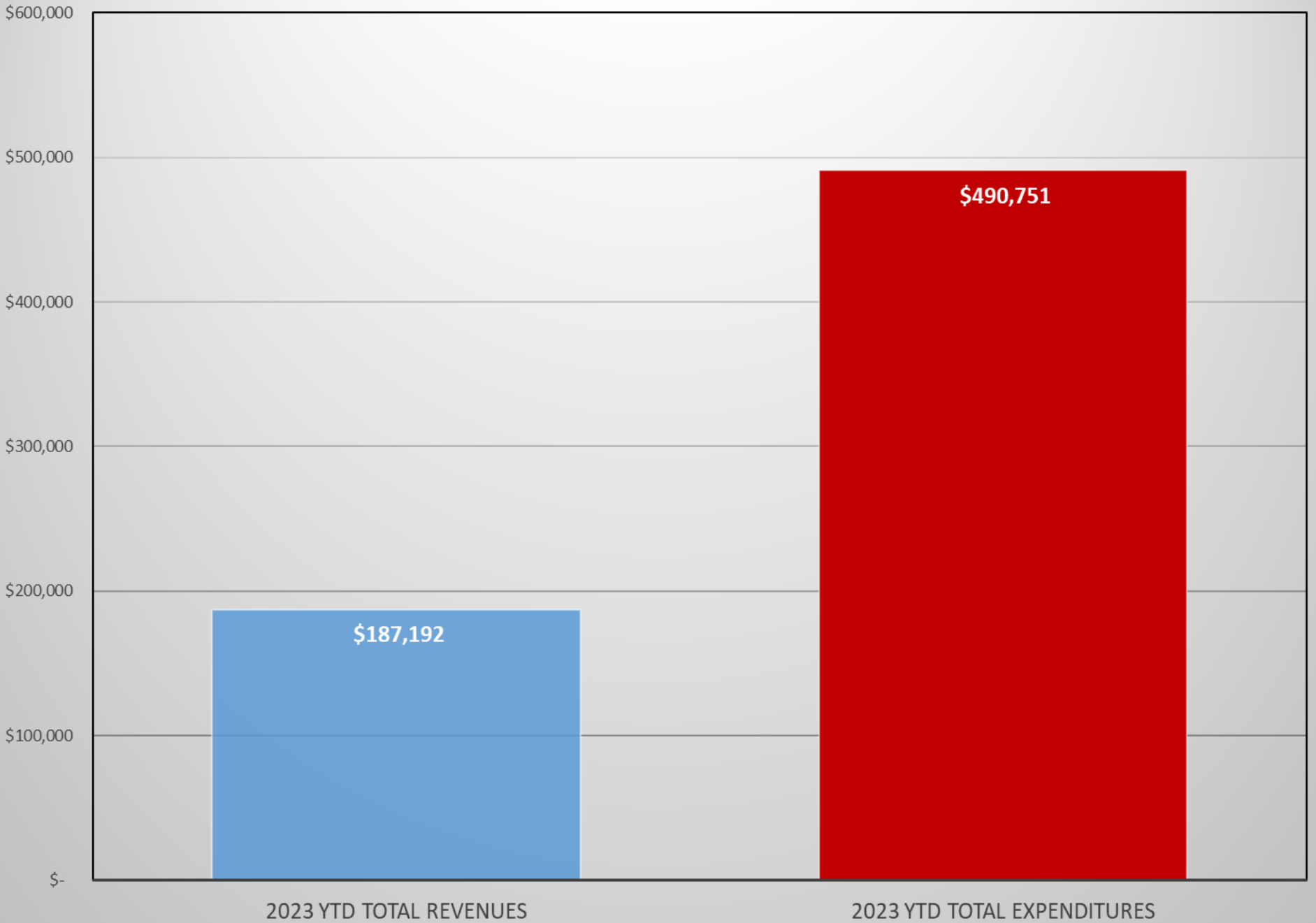
Golf Fund - 2023 YTD Expenditures vs. Historical Budget Average



Golf Fund - 2023 YTD Total Revenues vs. Historical Budget Average



Golf Fund - Total 2023 YTD Expenditures vs. Total YTD Revenues



Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	March 1, 2022		
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)	Park parcels 25133.2103 & 25133.2012 access & utility easement agreement / Peaceful Valley		
Begin/end dates	Begins: 03/09/2023	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Park staff has received a request from a private property owner / builder for underground utility easements & public access easement across public park property. The property owner desires to develop several private properties for residential units and is in need of both utility and access easement across park property. The private property owner has requested permission for both easements. The access easement is proposed at a cost consistent with other recent city access easements. The utility easement is proposed at a cost consistent with other recent park underground utility easements. This agreement incorporates revisions requested by the Land Committee during the December 2022 land committee meeting. The easement area has been reduced and the access easement is being charged.			
Motion wording: Motion to adopt access Access & Utility Easement Agreement across park parcels with owners of adjacent private lands (\$16,687.00 revenue)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: Richard Palmer Email address: palmerenterprises@mac.com Phone: 509.481.3074			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$16,687.00 Budget code: 1950-30210-99999-36291-99999			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

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

ACCESS AND UTILITY EASEMENT

This Access and Utility Easement ("Easement") is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington ("City" or "Grantor"), and PALMER ENTERPRISES LLC, a Washington limited liability company; and Kirstin Hollingbery and Eric Sime, a married couple; and John Praxel, dealing in his sole and separate property (collectively the "Grantees"), hereinafter jointly referred to as "Parties".

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Numbers 25133.2012 & 25133.2103 which is more fully described in Exhibit "A" attached hereto ("Park Property"); and having an abbreviated legal description as follows:

BENNETTS ADD L39TO45 & 51TO53 EXC STREET; TOGETHER WITH PTN OF VAC WEST AVE,
PER CITY ORD C36093

WHEREAS, Grantees own certain real property known as Spokane County Parcel Numbers 25133.2013, 25133.2014, 25133.2015, 25133.2016, 25133.2020 & 25242.1101, which is more fully described on Exhibit "B" attached hereto ("Benefitted Property"); and

WHEREAS, Grantees have requested an easement for purposes of vehicular ingress and egress, and landscaping over a portion of the Park Property as described in Exhibit "C" attached hereto ("Access Easement"); and

WHEREAS, Grantees have requested an easement to facilitate the installation, operation, maintenance, repair, and replacement of private underground utilities, including residential water and sewer services, for up to 4 single family residential dwelling units over a portion of the Park Property as described in Exhibit "C" attached hereto ("Utility Easement"); and

NOW, THEREFORE, in consideration of Sixteen Thousand Six Hundred Eighty-seven Dollars and 00/100 (\$16,687.00), the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantees agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantees a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing vehicular access ingress, egress and landscaping (the "Access Easement"), and over, under, through and across those portions of the Park Property described in Exhibit "D" for purposes of installing, operating, maintaining, repairing, removing, and/or replacing underground private utilities for residential water and sewer services (the "Utility Easement"), and for no other purposes. Collectively, the Access Easement and Utility Easement may be referred to hereinafter as the "Easements".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantees, at all times, to enter the Access Easement for the purpose of installing, maintaining, repairing, removing, and/or replacing a private drive to facilitate vehicular access to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

B. **Utility Easement.** The Utility Easement is granted for the purpose of allowing Grantees, at all times, to enter the Utility Easement for the purpose of installing, maintaining, operating, maintaining, repairing, removing and/or replacing underground private utilities to serve residences constructed on the Benefitted Property, all at no cost whatsoever to Grantor.

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

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

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easements. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and

appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easements, Grantees shall restore Park Property and Grantor's surrounding property to the condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement areas.

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

D. Grantees shall construct and maintain all improvements within the Easements to the standards required by all authorities having jurisdiction. Access Improvements shall include the paved drive surfacing, the paving base material, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

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

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

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

6. Miscellaneous Provisions.

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

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

C. The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall purchase and install on Park Property a minimum of 1 new tree for each tree removed to construct improvements. Replacement tree type and size shall be selected mutually between Grantees and City Urban Forestry staff.

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

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

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

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

/

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/

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Dated this _____ day of _____, 2022.

GRANTEES

Palmer Enterprises, LLC

By: _____
Its: _____

Eric Sime

Kirstin Hollingbery

John Praxel

CITY OF SPOKANE

By _____
Park Board President

By _____
Parks Director

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

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

STATE OF WASHINGTON :
: ss.
County of Spokane :

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

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

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

STATE OF WASHINGTON :
: ss.

Exhibit A

Legal Description and Depiction of City Property

A portion of the Southwest Quarter of Section 13, Township 25 North, Range 42, E.W.M. in Spokane County, Washington described in as follows:

Lots 38, 46, 47, 48, 49 50, and 72 of Block 4; Lots 22, 23, 24, 25, 26 & 27 of Block 5, Bennett's Addition to Spokane Falls (now City of Spokane) except that part thereof dedicated to the public for street purposes; together with a portion of the adjacent vacated Linton Avenue and vacated West Avenue as per City Ordinance C36093.

Exhibit B

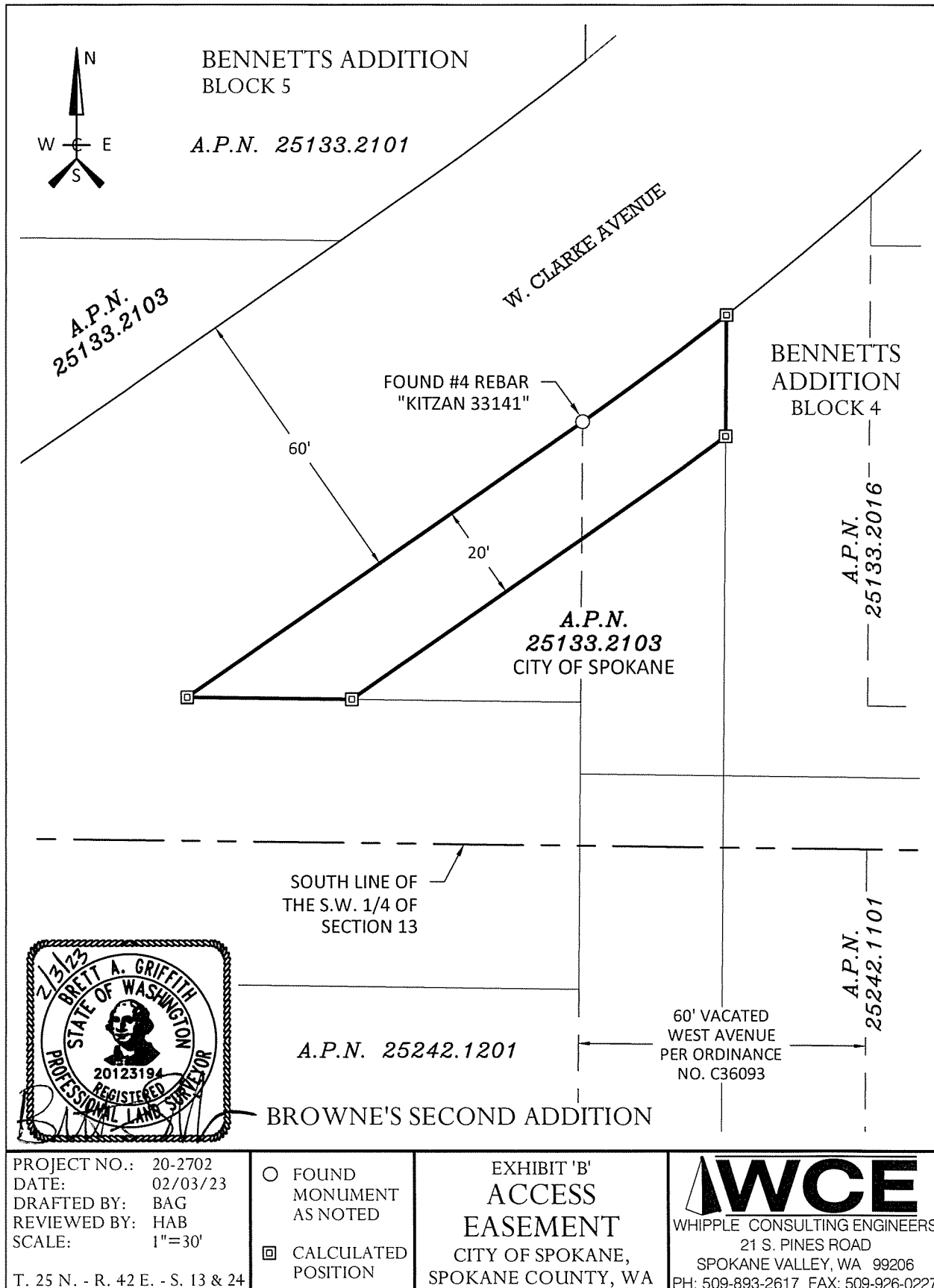
Legal Description and Depiction of Grantees's Property

A portion of the Southwest Quarter of Section 13, Township 25 North, Range 42, E.W.M. in Spokane County, Washington described in as follows:

Lots 39, 40, 41, 42, 43, 44, 45, 51, 52 & 53 of Block 4, Bennett's Addition to Spokane Falls (now City of Spokane); together with a portion of the adjacent vacated Linton Avenue and vacated West Avenue as per City Ordinance C36093.

Exhibit C

Legal Description and Depiction of Access Easement



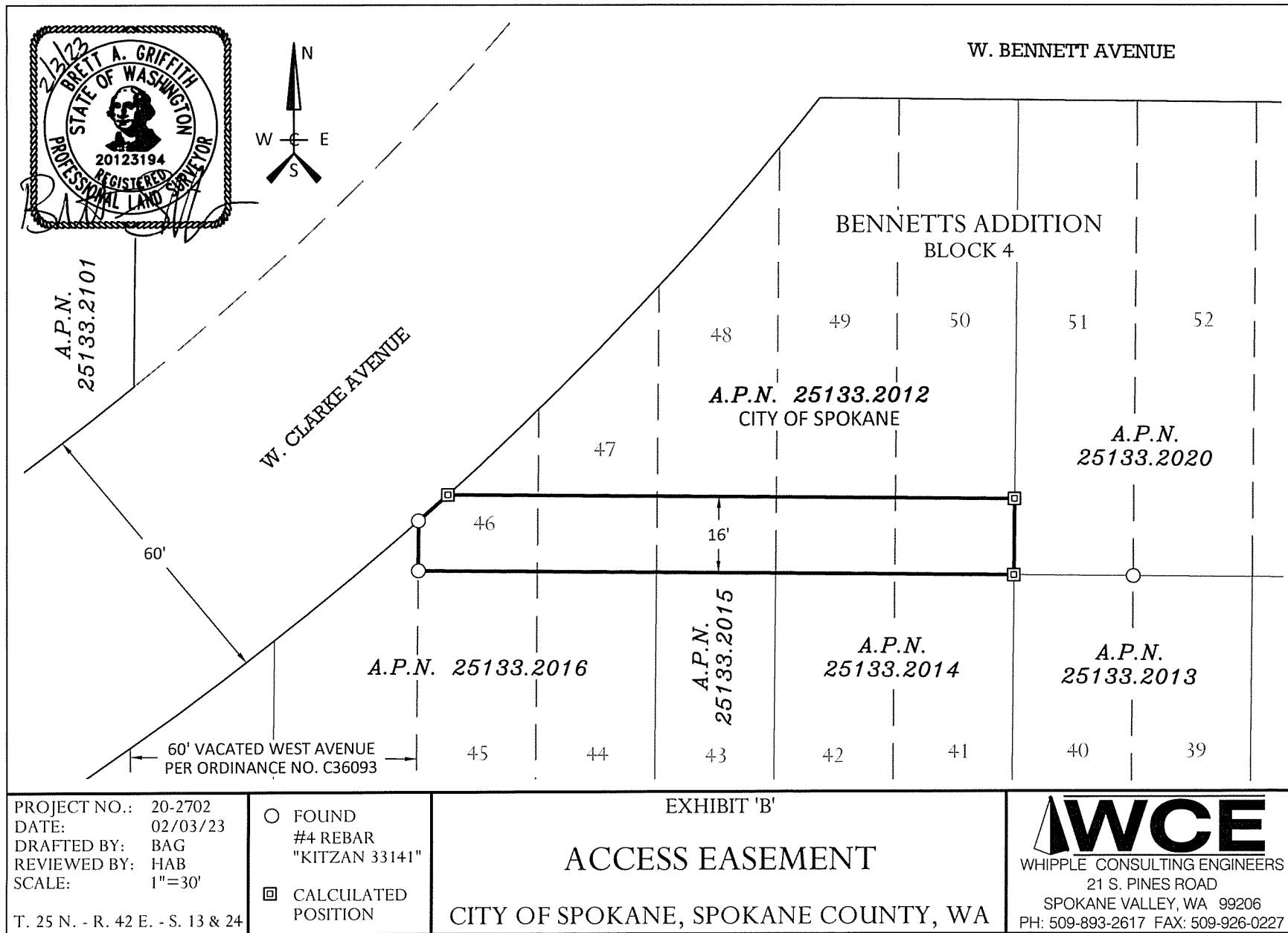
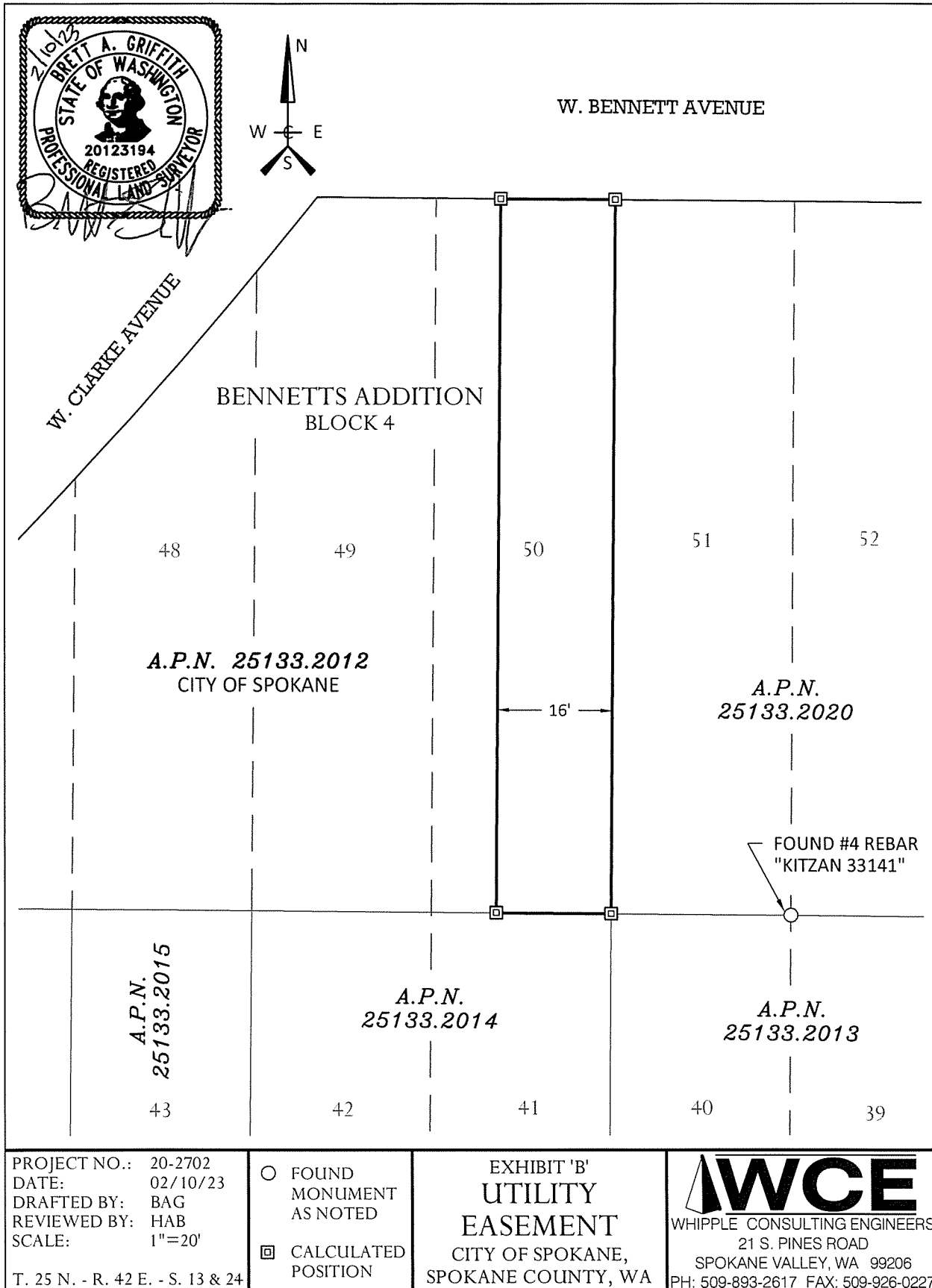


Exhibit D

Legal Description and Depiction of Utility Easement



PROJECT NO.: 20-2702
 DATE: 02/10/23
 DRAFTED BY: BAG
 REVIEWED BY: HAB
 SCALE: 1"=20'
 T. 25 N. - R. 42 E. - S. 13 & 24

- FOUND MONUMENT AS NOTED
- CALCULATED POSITION

EXHIBIT 'B'
 UTILITY
 EASEMENT
 CITY OF SPOKANE,
 SPOKANE COUNTY, WA

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

