



Spokane Park Board

3:30 p.m. Thursday, October 10, 2024
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board Members

Bob Anderson – President
Gerry Sperling – Vice President
Garrett Jones – Secretary
Nick Sumner
Greta Gilman (*absent/excused*)
Sally Lodato (*absent/excused*)
Jennifer Ogden
Barb Richey
Hannah Kitz
Kevin Brownlee
Doug Kelley
Jonathan Bingle – City Council liaison
(*absent/excused*)

Parks Staff

Jason Conley
Jon Moog
Rich Lentz
Jennifer Papich
Al Vorderbrueggen
Fianna Dickson
Nick Hamad
Katie Kosanke
Amber Ramirez
Mark Poirier
Sarah Deatrich

Guests

MINUTES

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

1. **Roll Call:** Bob Anderson
The meeting was called to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
A. None
3. **Public comments:**
A. None
4. **Consent agenda:**
A. Administrative and committee-level items
 - 1) [September 12, 2024, regular Park Board meeting minutes](#)
 - 2) [Claims – September 2024](#)
 - 3) [Place Landscape Architecture Contract Amendment #2 / Meadowglen Park \(\\$100,000.00 non-taxable service\) – Berry Ellison](#)
 - 4) [Coffman Engineers, Inc. design amendment #1 / Havermale parking lot #6 \(\\$4,000 plus applicable tax\) – Berry Ellison](#)
 - 5) [Hixson Golf Design, LLC Contract Amendment #1 / Indian Canyon Bunker Renovation \(\\$9,981.62 non-taxable service\) – Berry Ellison](#)
 - 6) [Tree Equity Spokane- Tree Planting Contract Request - Delk Management LLC – Amber Ramirez](#)
 - 7) [Tree Planting - On Call - As Needed contract request for The F.A. Bartlett Tree Experts – Amber Ramirez](#)

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #7, as presented. Kevin Brownlee seconded.
Motion passed with unanimous consent (8-0)

5. **Special guests**

A. None

4. **Financial report and budget update** – Rich Lentz presented the September financial report and budget update.

A. Park Fund: The September year-to-date operating expenditures for the Park Fund are approximately \$482,000 less than the two-year budget average. Year-to-date revenues are about \$111,000 above the two-year budget average. Revenues are exceeding expenditures nearly \$921,000 year-to-date.

B. Golf Fund: The September year-to-date operating expenditures for the Golf Fund are about \$865,000 less than the two-year budget average. Year-to-date revenues are below the two-year budget average approximately \$524,000. Revenues are exceeding expenditures about \$2.3 million year-to-date.

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

A. Special discussion items: None

B. Special action items: None

6. **Committee reports:**

Urban Forestry Tree Committee: October 1, 2024 – Kevin Brownlee

A. Action items: None

Amber Ramirez updated the committee on the \$6 million Urban Forestry grant. Contracts are written and waiting to be awarded and planting and removal of trees will begin very soon.

Fall Leaf Festival will be Saturday, October 19, 11:00 a.m. – 2:00 p.m. at the John Finch Arboretum. With the support of The F.A. Bartlett Tree Experts, there will be free kettle corn, coffee, and hot cocoa.

B. The next scheduled meeting is 4:15 p.m. November 5, 2024, The Hive events room 'C', and virtually via WebEx.

Land Committee: October 2, 2024 – Doug Kelley for Greta Gilman

A. Action items: The action item was presented on the consent agenda.

A member of the public attended the meeting to request an easement for a 100-foot extension to an existing driveway near the Fish Lake Trail. It was discovered that the existing driveway was on Park land without an easement in place. Park staff will investigate.

B. The next scheduled meeting is 3:30 p.m. November 6, 2024, The Hive events room 'A', and virtually via WebEx.

Recreation Committee: The October 2, 2024, meeting was canceled. – Sally Lodato

A. Action items: None

B. The next scheduled meeting is 2:15 p.m. November 6, 2024, The Hive events room 'A', and

virtually via WebEx.

Riverfront Park Committee: October 7, 2024 – Gerry Sperling

A. Action items: The action item was presented on the consent agenda.

B. [Riverfront Operations Report](#) – Jon Moog

- Fall Fest was October 5 in partnership with The Downtown Spokane Partnership and River Park Square. 4,000 visitors enjoyed activities such as a candle-making workshop, horse and carriage rides, games, crafts, and more.
- Mexican Independence Day on September 14 brought mariachi, singing and dancing to the park. About 800 people attended.
- The Submission Challenge, a JiuJitsu event, returned to the park this year on September 28.
- Riverfront worked with Rotary International to bring a peace pole to the park, on which the words “May peace prevail on Earth” are inscribed in eight languages.
- Pricing changes began in October for the SkyRide, Carousel, and Parking. 2024-2025 season Skate Ribbon passes were introduced on October 1. Get 15% off with the early bird special through November 22.
- Jon recognized Vanessa Esparza, who started with Riverfront in February during preparation for Expo 50. As Riverfront’s new Attractions and Retail Manager, she did an amazing job readying the retail shop for the summer-long event.
- Nathan Miller, Riverfront’s new Assistant Attractions and Retail Manager, was also recognized. Nathan does a great job hiring, training, and scheduling staff.

C. The next scheduled meeting is 4:00 p.m. November 11, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

Golf Committee: October 8, 2024 – Nick Sumner

A. Action items:

- 1) [Zetin Contractors / Downriver Golf Course Cart Path Renovation - Phase 1 Contract \\$292,000.00 \(plus applicable tax\)](#) – Nick Hamad / Mark Poirier

Nick Hamad explained the current cart paths were installed in the 1980’s with a 20-year design life. Having been patched many times, they are in need of replacement. According to studies, a two-way cart path should be 12 feet wide, a one-way path should be 8 feet wide. Most of the Downriver paths are 6 feet wide. Part of the new path design includes a curb to prevent carts from pulling off onto the turf. Phase one replacement includes about 1,350 feet of asphalt at tees 10, 1, 18 and 9. The project also includes rectifying the congestion at the south end of the parking lot which will encourage more cart traffic to stay on the paths rather than moving into the parking lot. Three bids were received and Zetin was the apparent low bidder. If approved, work would begin in about two weeks, and weather permitting, the plan is to have most of the work done this fall. The funding will come from capital dollars which is available to use.

Motion No. 2: Nick Sumner moved to accept the Zetin Contractors / Downriver Golf Course Cart Path Renovation – Phase 1 Contract \$292,000.00 (plus applicable tax)

Doug Kelley seconded.

Motion passed with unanimous consent (8-0)

Nick Sumner recapped the October 8 meeting. The committee discussed pre-season pass sales and the upcoming golf show. Having had a great season, finances are looking good. The courses have been aerated in preparation for fall/winter.

The committee also talked about the irrigation at Qualchan and the need for its repair.

B. The next scheduled meeting is 8:00 a.m. November 12, 2024, The Hive events room 'C', and virtually via WebEx.

Finance Committee: October 8, 2024 – Bob Anderson

A. Action items:

- 1) [Increase Oxarc Chemical Value Blanket from not to exceed \\$135,000 to not to exceed \\$185,500 including tax and freight for the remainder of the contract](#) – Jennifer Papich

The 2024 Oxarc Chemical value blanket with Recreation for Aquatics has been exhausted due to a combination of increased pricing and utilizing more chemicals in 2024. Aquatics are requesting that the not to exceed amount is increased from \$135,000 to \$185,500 including tax and freight to pay the final invoice for the 2024 season. This \$50,500 increase is within the Aquatics Chemical Budget. Chemicals are needed to maintain water balance at the City Aquatics Facilities. This is the final year of the value blanket contract.

Motion No. 3: Bob Anderson moved to approve increasing the Oxarc Chemical Value Blanket to not to exceed \$185,500 for the remaining life of the contract.

Gerry Sperling seconded.

Motion passed with unanimous consent (8-0)

- 2) [Parks and Golf 2025 and 2026 proposed budgets](#) – Rich Lentz

Rich began his presentation with budget narratives and assumptions which included the following bullet points:

- The 2026 budget has numerous assumptions, as many of the figures rely on 2024 actuals which are still unknown (like interfund charges and General Fund transfer to Parks).
- The Park Board will have an opportunity to revise the 2026 budget sometime in the middle of the biennial budget cycle.
- Cuts in spending to the City's General Fund in 2025 and beyond will have a proportionate impact to the General Fund transfer to Parks in 2027 and beyond.
- Consequently, Parks' 3-5 -year high-level strategy is to maximize revenues and reduce expenses according to guidance from the Master Plan and the Park Board. Maximizing revenues and decreasing expenses will begin in 2025 and 2026 in anticipation of the large deficit forecasted for 2027 and beyond.
- Several cuts are in place for 2025, amounting to about \$1.5 million.
- Any reductions in capital are not in alignment with what is defined as a priority and the long-term solution must be an added funding source, such as a levy measure.
- Depending on the severity of the cuts made to the General Fund expenditures, or if additional elective cuts are made to the General Fund transfer to Parks, additional expense cuts will likely be required prior to 2027 to balance Parks' operating budget. Areas to consider reducing or eliminating as determined by the Park Board, and brief updates are:
 - Free programming
 - Update: There is a small task force working through potential options and various models. Final recommendations would be up for review in 2025.
 - Programs that serve fewer people
 - Update: Already in process with cuts and or reductions kayak rentals, shuttle services, outdoor camps, mobile recreation, adult flag football and

- cornhole. Riverfront discontinued Spider Jump and continues to evaluate current offerings.
 - Community Center contributions
 - Update: There is a small task force meeting to talk through the impacts of cuts to Community Centers. Final recommendations would be up for review in 2025.
 - Temp-seasonal workforce
 - Update: 2025 already has a \$200,000 decrease which will have an impact on service levels. Further decreases will be proportionate to cuts in their related service areas.
 - Organizational structure and staffing model
 - Update: Each department is reviewing current staffing models to maximize efficiency. Reductions or realignments will be in proportion to cuts or reductions in programs. Two vacant positions have been eliminated and there are five vacant positions to be left unfilled indefinitely until more of the long-term budget is finalized.
 - Urban Forestry permitting – possible restructure with other City departments
 - A small task force is working through potential solutions.
- Depending on the final City budget numbers, the Parks budget may require an amendment in early 2025.

Rich then reviewed each operating division, providing a brief overview of the 2025 and 2026 proposed budget and their impacts, noting that most departments have been unchanged from last month.

Motion No. 4: Bob Anderson moved to approve Parks and Golf 2025 and 2026 proposed budgets as stated.

Kevin Brownlee seconded.

Motion passed with unanimous consent (8-0)

Parks and Golf 2025 budget has the flexibility to allow Parks to adjust due to changes to the General Fund transfers, whether up or down, or increased revenue as from a levy passage. It is imperative that Parks maintains a capital budget sufficient to match grant funding requirements.

B. The next scheduled meeting is 3:00 p.m. November 12, 2024, The Hive events room ‘B’, and virtually via WebEx.

Development & Volunteer Committee: The DVC does not meet in October. – Jennifer Ogden

A. Action items: None

DVC meeting time has changed to noon every other month.

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. November 13, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

8. Reports

A. President: Bob Anderson

The Fall Park Board retreat will be held on October 18th, in the Riverfront Pavilion Sky Room, from 9:00 a.m. to 2:05 p.m.

Meetings with Spokane School District have been held to discuss their levy planning and potential partnership opportunities.

B. Liaisons

- 1) Conservation Futures – Nick Sumner – No update
- 2) Parks Foundation – Barb Richey

Yvonne Trudeau from the Spokane Parks Foundation attended a community assembly meeting and shared information about the community grants program. The 2025 grant application period is now open through November 30. There have been follow-up meetings with neighborhood councils interested in potential grant opportunities. Yvonne also has met with City staff members Pollyanne Birge and Gabriel Ryan to discuss another way the Foundation can help, and the Foundation is able to provide insurance to the neighborhood councils at no cost for most park events.

- 3) City Council – Jonathan Bingle – No update

C. Director (Interim): Jason Conley

Good progress is being made at Underhill Sport Court and the Indian Canyon Golf Course bunker project.

The dog park on 63rd and Regal opened this week. The Highbridge Dog Park renovation continues progress with an opening date coming soon.

A group of 25 volunteers from the Friends of Palisades recently worked on expanding the trail network on the north side of Palisades Park.

The Park Operations team have been busy winterizing sprinkler systems and restrooms. They've also started blowing leaves and other winter cleanup.

Urban Forestry has kept busy with fall tree planting.

Recreation has over 180 teams registered for fall volleyball. Recreation also provided various indoor and outdoor activities for kids on their October 11 no-school day.

Jason recognized Rich Lentz for all his dedication and hard work with the Parks budget.

9. Executive session

A. None

11. Correspondence:

A. Letters/email: None

B. Informational item: [Q3 Marketing and Communications report](#)

12. Adjournment: The meeting was adjourned at 4:26 p.m.

13. Meeting dates

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. November 5, 2024, The Hive events room 'C', and virtually via WebEx.

Land Committee: 3:30 p.m. November 6, 2024, The Hive events room 'A', and virtually via WebEx.

Recreation Committee: 2:15 p.m. November 6, 2024, The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. November 11, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx

Golf Committee: 8:00 a.m. November 12, 2024, The Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. November 12, 2024, The Hive events room 'B', and virtually via WebEx.

Development & Volunteer Committee: 12:00 p.m. November 13, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

C. Park Board: 3:30 p.m. November 14, 2024, 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, Park Board Secretary

**CITY OF SPOKANE PARK AND RECREATION DIVISION
SEPTEMBER 2024 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - October 10, 2024**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,131,611.79
MAINTENANCE & OPERATIONS	\$	493,176.39
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	458,046.90

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	931.05
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GOLF:

SALARIES & WAGES	\$	202,583.90
MAINTENANCE & OPERATIONS	\$	594,678.07
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u>2,881,028.10</u>

NOTE: PERIOD 13 & PERIOD 1 - THE BOND VARIES FROM FMS DUE TO TIMING DIFFERENCE TO WARRANT REPORT

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: Oct 2, 2024	
Requester	Berry Ellison	Phone number: 509 293-6743	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2024-0238		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A, Obj. 1	Master Plan Priority Tier:	First (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Place Landscape Architecture Contract Amendment #2 / Meadowglen Park (\$100,000 non-taxable service)		
Begin/end dates	Begins: 10/10/2024	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Developing Meadowglen Park was identified in the adopted 2022 Parks and Natural Lands Master Plan as one of the highest community park improvement priorities citywide. After securing (2) large Washington State recreation grants, which partially fund construction, park staff request authorization of additional design work for this project.</p> <p>City Staff previously reviewed proposals from ten design firms and selected Place Landscape Architecture as the firm best suited for this work.</p> <p>Task 1 work was previously completed, and this amendment authorizes the consultant to proceed with Task 2 work as outlined in the initial consultant proposal. Product generated by Task 2 will be of a 30% set of construction documents.</p>			
Motion wording:			
Motion to approve Meadowglen Park Design Contract Amendment #2 in the amount \$100,000 non-taxable service			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Place Landscape Architecture			
Name: Joshua Tripp		Email address: josh@place-la.com	Phone: 509 293-6743
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jkconley@spokanecity.org	
Requester: bellison@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$100,000.00 non-taxable service		Budget code: 1950-54920-94000-56522-48205	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 603-603-875 Business license expiration date: 3/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT NO. 2

Title: **LANDSCAPE ARCHITECTURAL DESIGN
AND CONSULTATION SERVICES FOR
MEADOWGLEN PARK, PHASE ONE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **PLACE LANDSCAPE ARCHITECTURE LLC**, whose address is 1325 W. First Avenue, Suite 204, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide project feasibility and conceptual design of public park improvements of Meadowglen Park; and

WHEREAS, additional money is needed for Task 2, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 27, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on October 10, 2024, and shall run through December 31, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND HUNDRED AND NO/100 DOLLARS (\$100,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment in accordance with Consultant’s September 9, 2024 Proposal. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

PLACE LANDSCAPE ARCHITECTURE LLC

**CITY OF SPOKANE
PARKS AND RECREATION**

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 Agreement:

Attachment A – September 9, 2024 Proposal

24-182

ATTACHMENT A

September 9, 2024



Mr. Berry Ellison
Project Manager / landscape Architect
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd #5
Spokane, WA 99201
509-625-6276
bellison@spokanecity.org

RE: Landscape Architectural Design and Consultation Services for Meadowglen Park, Task 2

Dear Mr. Ellison:

Per our meeting last Thursday (09/06/2024), please find the following scope of work for landscape architectural design and consultation for Meadowglen Park, Task 2. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of PLACE LA and our sub-consultant team.

PLACE LA fees are estimated at approximately 10% of the maximum construction costs. A base project cost of 5m is assumed, with potential increase in the range of 3m to 5m, for an all-inclusive MACC of 10m. Final construction costs are determined by the City, as a result of Grant funding and Voter approval.

PLACE LA Anticipates the following delivery timelines (by Major Task)

Task Name/Description	Begin	Target Completion
Task 2 – Design & Engineering (30% DD)	Sep 09, 2024	Dec 18, 2024
Task 2 – Design & Engineering (60% CD)	tbd	tbd
Task 2 – Design & Engineering (90% CD)	tbd	tbd
Task 2 – Design & Engineering (100% CD)	tbd	Nov 14, 2025

As you requested, PLACE Landscape Architecture is very pleased to offer you the following services for the project:

SERVICES

Tasks 2 – Design & Engineering

30% Design Development. develop schematic design utilizing the data and program elements gleaned in the previous task. 30% to include, but is not limited to:

- Refinement of right-of-way improvements, including curb, gutter, and sidewalk; driveway approaches & at-grade pedestrian crossings across N Indian Trail Rd,
- Refinement of vehicular & pedestrian circulation design for parking areas and trails, including preliminary drainage/infiltration swale locations and approximates sizing,
- Refinement of horizontal layout with spot elevations and prepare typical section(s) for improvements requiring retainage of slopes,
- Refinement of layout of playground boundary and proposed play elements,
- Refinement of layout & location for restroom, shelter(s), and other above grade improvements,
- Refinement of location and style, including typeset/format of interpretive panels & kiosks,
- Refinement of limits of construction activity, including clearing, grubbing & tree removal, etc.,
- Refinement of civil & electrical improvements, identifying water, sewer, power sources, and new service location(s),
- Preliminary cut/fill volume estimates.
- Prepare Geotechnical analysis of subsurface conditions limited to the area of proposed improvement. Locations of geotechnical explorations & analysis include proposed infiltration swales, mass excavation, and footings,

- Prepare a detailed itemized project budget with estimated costs for all proposed improvements, including tax, permit fees, and contingency. Submit to City staff for review, comment, and incorporate revisions as necessary to adequately estimate cost of the base bid and alternate(s) for bidding and construction.
- Include recommended updates / alternatives to concept plans,
- Prepare rendered site plan graphics and presentation materials for community engagement meetings and / or electronic sharing (via web and email),
- Attend one (1) community engagement meeting to present updated plans and gather community feedback. Prepare meeting minutes after completion of meeting,
- 30% plans will be considered complete when initial validation / schematic drawings, renderings, & supporting documents, and community engagement meeting minutes are submitted and approved in writing by the City.

Permits anticipated for this project include:

SEPA checklist, application & review,

Restroom building permit,

Parking lot site permit / grading permit,

Firms shall include studies and application support as required to apply for and secure all required permits.

FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS

We would propose lump sum fees for the work as follows, payable upon presentation of a monthly statement as design and construction progresses:

Proposed Total Fee for Task 2: **\$100,000.00**

Our monthly statements would reflect the percentages of completion indicated in Task 2 above. We usually send out invoices on or about the first of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue.

If these terms are agreeable to you, please sign a copy of this letter and send it back to us via email or US mail. We will be pleased to begin work promptly upon receipt of our signed copy.

We look forward to working with you, The City of Spokane Parks & Recreation Department, and rest of the design team in the months to come.

With Gratitude,
PLACE Landscape Architecture



Joshua Tripp, PLA, ASLA
Principal Landscape Architect

This proposal is covered by our General Liability and Professional Practice Insurance Program.

Acceptance of Proposal: I have read the above prices, scope of work, and Exhibit "A"; it is satisfactory and hereby accepted. PLACE is authorized to commence work as specified and agreed to herein. Please sign below and return to our office. We will begin work immediately upon receipt of the signed agreement and the AutoCAD files. A retainer of 0% is required to begin work; services will be billed monthly upon completion.

The undersigned accepts the above agreement.

ACCEPTABLE:

Signature of Authorized Agent

Date of Acceptance



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: PLACE LANDSCAPE ARCHITECTURE LLC

Business name: PLACE LANDSCAPE ARCHITECTURE, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-603-875

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1325 W 1ST AVE
STE 204
SPOKANE WA 99201-4136

Mailing address: 2011 E 30TH AVE
SPOKANE WA 99203-3971



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2025	Jan-25-2018

Governing People May include governing people not registered with Secretary of State

Governing people	Title
TRIPP, JOSHUA	

Registered Trade Names

Registered trade names	Status	First issued
PLACE LANDSCAPE ARCHITECTURE, LLC	Active	Apr-07-2016

The Business Lookup information is updated nightly. Search date and time: 3/4/2024 8:34:44 AM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Rhonda Ausbun PHONE (A/C, No, Ext): 360-483-2126 FAX (A/C, No): 360-483-2126	
	E-MAIL ADDRESS: rhonda.ausbun@assuredpartners.com	
License#: 6003745 PLACLAN-01		INSURER(S) AFFORDING COVERAGE
		INSURER A: RLI INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Place Landscape Architecture LLC 1325 W First Ave, Suite 204 Spokane WA 99201		NAIC # 13056

COVERAGES **CERTIFICATE NUMBER:** 189139693 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0006239	5/9/2024	5/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwned Auto			PSB0006239	5/9/2024	5/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSB0006239	5/9/2024	5/9/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability			RDP0054525	5/9/2024	5/9/2026	Per Claim \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
 Additional Insured: City of Spokane Parks & Rec Dept.

45 days' notice of cancellation applies, except 10 days for nonpayment of premium.

CERTIFICATE HOLDER **CANCELLATION** 30 Day Notice will be sent to holder

City of Spokane Parks and Rec Dept 808 W Spokane Falls Blvd #5 Spokane WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT**

In consideration of the additional premium of \$50.00, it is hereby understood and agreed that if the Insurer cancels or chooses to nonrenew this Policy for any reason other than nonpayment of premium the Insurer will provide written notice at least 45 days before the effective date of the cancellation or nonrenewal to the designated person or organization in the below schedule. For cancellation due to nonpayment of premium the Insurer will provide written notice at least ten (10) days before the effective date of cancellation to the designated person or organization in the below schedule.

Such notice will be sent via the US mail address or E-mail address listed below. Proof of mailing or E-mailing will be sufficient proof of notice.

Schedule

Designated Person or Organization:

City of Spokane Parks & Rec Dept

E-Mail address:

n/a

US mail address:

808 W Spokane Falls Blvd #5
Spokane, WA 99201

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
CERTIFICATE HOLDER**

Schedule

Designated Person or Organization:

City of Spokane Parks & Rec Dept

Email Address:

US Mail Address:

808 W Spokane Falls Blvd #5

Spokane, WA 99201

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (45) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Spokane Park Board

Briefing Paper



Committee	Riverfront	Committee meeting date: October 7, 2024	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2024-0414		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj. 1	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Coffman Engineers, Inc design amendment #1/Havermale parking lot #6 (\$4,000 plus applicable taxes)		
Begin/end dates	Begins: 10/10/2024	Ends: 05/13/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>During the design and engineering of Riverfront Park's Post St Parking Lot (aka Lot #6), Parks Planning and Riverfront Park's Director requested additional design work relating to hardscape, landscape, and electrical improvements.</p> <p>The Engineer requested a small fee to cover the cost of the out-of-scope items. Following review by Staff, the fee request being weighed against the work requested, Staff considered the additional fee was quite reasonable and with the project's contingency budget.</p>			
Motion wording:			
Move to approve Coffman Engineers, Inc design amendment #1/Havermale parking lot #6 (\$4,000 plus applicable taxes) from Park Capital Funds			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Coffman Engineers, Inc			
Name: Tom Arnold		Email address: arnold@coffman.com	Phone: (509) 328-2994
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jake.bender@coffman.com	
Requester: bellison@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$4,000 plus tax (on reimbursables only)		1950-54920-940000-56522	
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 checked="" type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input checked="" type="checkbox"/>	UBI: 600-310-893 Business license expiration date: 2/28/25	<input checked="" type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT No. 1

**Title: HAVERMALE PARKING LOT NO. 6
DESIGN AND CONSTRUCTIONS DOCUMENTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **COFFMAN ENGINEERS, INC.**, whose address is 221 North Wall Street, Suite 500, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Design and Construction Documents for the Havermale Parking Lot No. 6; and

WHEREAS, additional design work outside of the original scope of work was requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 19, 2024, and May 20, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on May 13, 2024, and shall run through May 13, 2025.

3. ADDITIONAL WORK.

The additional design work outside of the original Scope of Work.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

COFFMAN ENGINEERS, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

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

From: [Bender, Jake](#)
To: [Ellison, Berry](#)
Cc: [Arnold, Tom](#); [Ken Van Voorhis \(kvan@spvv.com\)](mailto:kvan@spvv.com)
Subject: Havermale Parking Lot Review Comments
Date: Friday, September 20, 2024 3:00:16 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Berry,

Happy Friday.

I have been organizing the comments and feedback we discussed over the last couple days on the Havermale project. After assessing the required changes, I think implementing the **plan updates will involve some additional design work beyond our original scope**. I'm reluctant to ask, but if you would be **open to a fee adjustment to cover the extra time and resources** needed to address the comments that would be much appreciated. We are running up against our original budget and **an additional \$2,000 for Coffman and \$2,000 for SPVV** would help make us whole.

Either way, we will ensure this project meets the requirements and maintains the quality standards we strive for. I appreciate your understanding and look forward to your response.

Best regards,

Jake Bender, PE

Engineer, Civil Engineering

Coffman Engineers, Inc.

221 N Wall St., Suite 500 | Spokane, WA 99201
p 509.328.2994 www.coffman.com

Additional Services are justifiable due to changes requested by Parks Planning and Riverfront Park Director.

Fee is reasonable.

Berry Ellison

Sept 27, 2024



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: COFFMAN ENGINEERS, INC.

Business name: COFFMAN ENGINEERS, INC.

Entity type: [Profit Corporation](#)

UBI #: 600-310-893

Business ID: 001

Location ID: 0002

Location: Active

Location address: 221 N WALL ST
STE 500
SPOKANE WA 99201-0824

Mailing address: 1101 2ND AVE
STE 400
SEATTLE WA 98101-2923



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business	T12020042BL			Active	Feb-28-2025	Oct-15-2012

Governing People May include governing people not registered with Secretary of State

Governing people	Title
RUFF, DAVID	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/2/2024 7:53:37 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below
	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com
INSURED Coffman Engineers, Inc. 1101 2nd Avenue, Suite 400 Seattle, WA 98101-2923	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Charter Oak Fire Insurance Company 25615
	INSURER B : Travelers Property Cas. Co. of America 25674
	INSURER C : Lexington Insurance Company 19437
	INSURER D : Travelers Indemnity Co of America 25666
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	P6307S864976COF23	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA7S8948402343G	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP7S9083872343 (Follow Form)	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	UB7S8993132343G Incl. WA Stop Gap	11/30/2023	11/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab & Pollution Liab			031565517	11/30/2023	11/30/2024	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 241129, Havermale Parking Lot.

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane its officers and employees only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy provide a Blanket Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Attn: Berry Ellison 808 W Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Spokane Park Board

Briefing Paper



Committee	Golf	Committee meeting date: Oct 2, 2024	
Requester	Berry Ellison	Phone number: 509 293-6743	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2024-0837		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Hixson Golf Design, LLC Contract Amendment #1 / Indian Canyon Bunker Renovation Design (\$9,981.62 non-taxable service)		
Begin/end dates	Begins: 10/10/2024	Ends: 07/07/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Indian Canyon Bunker Renovation Design contract was drafted and executed in May, 2024 by the Acting Park Director under his authority for \$24,795.00 including reimbursable expenses for seven site visits.</p> <p>As the project developed, additional scope was requested by the Golf Director and Staff. The added scope resulted in a negotiated fee of \$9,981.62. Staff recommends approval.</p>			
Motion wording:			
Move to approve Hixson Golf Design, LLC Contract Amendment #1 for Indian Canyon Bunker Renovation Design in the amount of \$9,981.62, a non-taxable service from Golf Capital Fund.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Hixson Golf Design, LLC			
Name: Dan Hixson		Email address: danhix@yahoo.com	Phone: 503 789-7176
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jkconley@spokanecity.org	
Requester: bellison@spokanecity.org		mpoirier@spokanecity.org	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$9,981.62 (non-taxable service)		Budget code: 4600-55100-94000-56522-48029	
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 checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 605-566-526 Business license expiration date: 7/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION

CONSULTANT AGREEMENT

**Title: INDIAN CANYON GOLF COURSE
BUNKER RENOVATION DESIGN**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **HIXSON GOLF DESIGN LLC**, whose address is 7311 Corregidor Road, Vancouver, Washington 98664, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for Indian Canyon Golf Course Bunker Renovation Design Services; and

WHEREAS, the Consultant was selected from Consultant’s Proposal and MRSC Roster.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 8, 2024, and ends on July 7, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the Consultant’s Proposal, dated June 27, 2024, which is attached as Attachment B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

4. COMPENSATION.

Total compensation for Consultant’s services under this Agreement shall not exceed **TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$24,795.00)**, and applicable taxes, unless modified by a written amendment to this Agreement. This is the

maximum amount to be paid under this Agreement for the work described in Section 3 above, as well as includes all reimbursable expenses, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage

expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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 Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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.

9. SOCIAL EQUITY REQUIREMENTS.

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 Agreement 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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies

to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- 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; **The Consultant states there are no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Consultant will provide proof of Workers' Compensation coverage if their status changes.**
- 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 agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- 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 Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish a current and acceptable Certificate Of Insurance (COI). The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant 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.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As

used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term “close family relationship” refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant’s services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant’s materials and information only to the extent that is legally allowed in the State of Washington.

City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. 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.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

HIXSON GOLF DESIGN LLC

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Contract:

- Attachment A – Certificate Regarding Debarment
- Attachment B – Consultant’s Proposal, dated June 27, 2024

M24-234

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

ATTACHMENT B

**Indian Canyon Golf Course
Bunker Renovation Project
City of Spokane
Spokane, Washington**

DESIGN PROPOSAL

Hixson Golf Design

June 27, 2024

City of Spokane, Parks & Recreation Dept
Att: Mark Poirier, Golf Division Director
808 W Spokane Falls Blvd
Spokane, WA 99201

Mr. Poirier, I am pleased to offer my design services proposal to you and the City of Spokane for the Indian Canyon Golf Course Bunker Renovation Project. If the following meets with your approval, please prepare a design services contract. I can begin work right away and look forward to working with you.

Dan Hixson
Hixson Golf Design

Design Strategy & Pre-design Services

Sand Bunker Restoration Design & Construction Administration:

Using the topographical survey provided by the City, Google Earth maps, and an onsite study of the bunkers, I would create the bunker designs. Designs will be comprised of drawings and construction specifications for bidding & construction. Design will include improvement area(s) square footages, material quantities, and a site plan illustrating the overall site conditions & proposed improvements.

The City to provide a base map of the golf course at 1" = 100' scale. The recent irrigation as-built should be sufficient for my use.

Although the design phase is critical for creation of biddable construction documents, the construction administration phase will be the bulk of the work. See Tasks 3-4 for detailed description of construction administration services.

Task One - Study

Conduct one (1) site visit to inventory & study the existing conditions by walking, measuring, taking notes, and photographing each of the twenty-one (21) sand bunkers. I would will question and interview the golf course superintendent about the existing bunker conditions as well as the current and proposed maintenance practices once the bunkers are complete. The effort to perform the Task One will take approximately 1.5 to 2 days onsite as well as office & studio time.

Task Two – Prepare Improvement Plans

Create drawings and specifications of the proposed bunker renovations and to submit to City for review and comment/approval.

Assist the City with developing Bidder Minimum Qualifications, Bid Form (itemizing work tasks for measuring progress, payment, over & underruns).

**Indian Canyon Golf Course
Bunker Renovation Project
City of Spokane
Spokane, Washington**

Task Three – Preconstruction Meeting

Engage with contractor(s) to explain the project intent, scope, schedule, and answer questions. Work with City and successful bidder to clarify all details, issue addenda, and/or change orders prior to construction.

One (1) site visit may be necessary to accomplish this task.

Task Four – Construction Administration

Perform weekly construction visits to paint and layout bunkers and the limits of work/disturbance, approve prior work by contractor, discuss/clarify design details and schedule.

Create and deliver player perspective drawings for each bunker prior to contractor beginning work.

I will prepare and submit construction visit reports to City describing work that has occurred, current directions to contractor (such as any modifications to the bunkers construction drawings), and project progress relative to the approved schedule.

For the basis of this contract, an estimate of six (6) construction meetings during this phase would be performed.

Note: Projects of this type typically necessitate flexibility regarding site visit frequency. Thus, additional visits in excess of once per week may occur, as well as forgoing a visit on another week when a visit would not be necessary.

Construction is expected to last approx. 4–5 week duration. Site visits to accomplish this task is estimated at six (6) visits total.

Compensation

The fee for the completion of the project as described shall be Lump Sum inclusive of incidental costs such as travel, lodging, meals, etc.

Payment Schedule

For services described above, payment to be based as follows and invoiced monthly:

- Task 1 - 2: Study & Prepare Improvement Plans:.....\$ 5,685.00
- Task 3 - 4: Precon Meeting & Const Administration:.....\$19,110.00
- **Total Compensation (unless modified by amendment):.....\$24,795.00**

OWNER

DESIGNER

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name:	HIXSON GOLF DESIGN LLC
Business name:	HIXSON GOLF DESIGN
Entity type:	Limited Liability Company
UBI #:	605-566-526
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	7311 CORREGIDOR RD VANCOUVER WA 98664-1713
Mailing address:	7311 CORREGIDOR RD VANCOUVER WA 98664-1713



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Jul-31-2025	Jul-12-2024
Vancouver Home Occupation Business				Active	Jul-31-2025	Jul-15-2024

Governing People May include governing people not registered with Secretary of State

Governing people	Title
HIXSON, AMY	
HIXSON, DANIEL LEE	

Registered Trade Names

Registered trade names	Status	First issued
HIXSON GOLF DESIGN	Active	Jul-12-2024



The Business Lookup information is updated nightly. Search date and time:
7/18/2024 1:34:40 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASKE Insurance Advisors 1210 Daniels St Vancouver WA 98660	CONTACT NAME: Carrie Knable PHONE (A/C, No, Ext): (360) 566-6995 FAX (A/C, No): E-MAIL ADDRESS: carrie@askeinsurance.com <table style="width: 100%; border: none;"> <tr> <th style="width: 80%; text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center; border: none;">NAIC #</th> </tr> <tr> <td style="border: none;">INSURER A : PROPERTY & CAS INS CO OF HARTFORD</td> <td style="border: none; text-align: center;">34690</td> </tr> <tr> <td style="border: none;">INSURER B : HISCOX INS CO INC</td> <td style="border: none; text-align: center;">10200</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : PROPERTY & CAS INS CO OF HARTFORD	34690	INSURER B : HISCOX INS CO INC	10200	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED Hixson Golf Design LLC 7311 Corregidor Rd Vancouver WA 98664															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Carrie Knable</div>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2024

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PRODUCER  Aaron Starwalt 916 NE 112th Avenue Suite 105 Vancouver WA 98684	CONTACT NAME: Aaron Starwalt PHONE (A/C, No, Ext): 360-713-6270 E-MAIL ADDRESS: aaron.starwalt.mv1m@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURED Hixson, Amy & Daniel 7311 CORREGIDOR RD VANCOUVER WA 986641713	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			47-G6-5929-5	04/15/2024	04/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 West Spokane Falls BLVD
 Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE PLANTING – ON CALL – AS NEEDED

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 **DELK MANAGEMENT, LLC**, whose address is P.O. Box 1026, Otis Orchards, Washington, 99027 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department; and

WHEREAS, the Contractor was selected through PW ITB 6221-24 issued by the City of Spokane.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on October 14, 2024, and ends on October 14, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**
The Contractor shall provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File 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. 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.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. PREVAILING WAGES.

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

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

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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 Agreement 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. 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 Consultant's/Contractor's/Company'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.

10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- 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 agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required 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; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) 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.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 this Agreement.

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

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. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

DELK MANAGEMENT, LLC

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

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 Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Response to ITB

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation
State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Bid Response Summary

Bid Number PW ITB 6221-24
Bid Title Tree Planting - on call - as needed
Due Date Monday, September 16, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Delk Management LLC
Submitted By Rob Saty - Monday, September 16, 2024 8:12:01 AM [(UTC-08:00) Pacific Time (US & Canada)]
 rob@delkmanagement.com 5098632922

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6, 2024 at 10:00 am at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201.	I understand and I agree
	OBJECTIVE	Plant approximately 250 trees per Spring and Fall for a total of 500+ per year in the City right of way, Parks, City Properties and other public properties such as schools in predetermined locations within the parking strip, locations where there are no sidewalks and behind the sidewalk when overhead utility conflicts are present. All trees approximately 2" in caliper, in 25 or 45 gallon containers. All work shall be performed according to ANSI A3000 tree care standards and the Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane, in effect of the date of this proposal.	I acknowledge
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	QUALIFICATION	Current City commercial tree service license holder	Yes
	QUALIFICATION	Submittal of successful large scale planting project examples preferred	Yes

QUALIFICATION	No violations or written warnings from the City of Spokane in the last year	Yes	
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. A secondary contract may also be awarded. Unsuccessful Contractors will not automatically be notified of results. The contract(s) that is awarded from this Request for Bids will be a two (2) year contract with two (2) optional one-year renewals.	I acknowledge	
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge	
MULTI-YEAR CONTRACT	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I understand and I agree	
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge	
GUARANTEE	The Contractor guarantees all work for final acceptance. If correction is required, the Contractor shall immediately place the work into a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense in order to receive final payment.	I acknowledge	
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge	
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge	

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge	
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	3	
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge	
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. If the person listed is NOT the person authorized to sign a contract with the City of Spokane, please give the name and email address of the person authorized to sign a contract as well.	Rob Saty 509-475-5629 rob@delkmanagement.com	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	Delk Management List of City of Spokane Tree Work Projects.docx	
CONTRACT TERMINATION	The City's has the ability to terminate the contract if the scope of work is not being met and/or after (2) warnings from the City of Spokane.	I understand and I agree	

<p style="text-align: center;">PROPRIETARY INFORMATION</p>	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I understand and I agree</p>	
<p style="text-align: center;">INTERLOCAL LANGUAGE</p>	<p>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.</p>	<p>I understand and I agree</p>	
<p style="text-align: center;">GLOSSARY</p>	<p>BACKFILLING - Refill an excavated hole with the native soil material that was originally dug out of it.</p>	<p>I understand and I agree</p>	
<p>PUBLIC WORKS REQUIREMENTS</p>			
<p style="text-align: center;">A.</p>	<p>The work under this contract is classified as routine maintenance under state law.</p>	<p>I acknowledge</p>	
<p style="text-align: center;">1.</p>	<p>A payment/performance bond is NOT required</p>	<p>I acknowledge</p>	
<p style="text-align: center;">2.</p>	<p>Statutory retainage is NOT required</p>	<p>I acknowledge</p>	
<p style="text-align: center;">B.</p>	<p>Prevailing Wage</p>	<p>Yes</p>	

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge	
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge	
C.	Statement of Intent	Yes	

1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge	
D.	Filing Fees	Yes	
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge	
E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes	
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge	
GENERAL CONDITIONS			
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge	
TECHNICAL REQUIREMENTS			

Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge	
Scope of Work	Plant approximately 250 trees per Spring and Fall for a total of 500+ per year in the City right of way in predetermined locations within the parking strip, locations where there are no sidewalks and behind the sidewalk when overhead utility conflicts are present. All trees approximately 2" in 25 or 45 gallon containers	I acknowledge	
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge	
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge	
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge	
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge	
Contractor Responsibilities	Representation of the City of Spokane and the USDA with responsibility and professionalism in conduct and appearance at all times while fulfilling contracts and interacting with the public.	I understand and I agree	
Contractor Responsibilities	Secure tree planting permit- can be one permit per planting season with number of trees and addresses listed on the permit.	I understand and I agree	

Contractor Responsibilities	Coordinate traffic control as required/consult with DSC and give notice to abutting property owner when needed regarding vehicle parking during operations to prevent property damage	I understand and I agree	
Contractor Responsibilities	ISA certified Arborist must be heavily involved in and at minimum on site to oversee planting	I understand and I agree	
Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise.	I understand and I agree	
Contractor Responsibilities	Coordinate with Urban Forestry to arrange pick up of supplied nursery stock, stakes and chain at an offsite location where they are being held and cared for within two days of the planting taking place.	I understand and I agree	
Contractor Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the work being done.	I understand and I agree	
Contractor Responsibilities	No pruning at planting other than broken branches	I understand and I agree	
Contractor Responsibilities	Remove at minimum 5' diameter of sod around planting location	I understand and I agree	
Contractor Responsibilities	All digging to be done manually and not with mechanized equipment	I understand and I agree	
Contractor Responsibilities	Shall have a clean water tank available at each site as planting operations are in progress. Tank shall be clean and never have been used for herbicide or other contaminants and is dedicated only to water. Contractor to provide water. City water available for purchase at different locations.	I understand and I agree	
Contractor Responsibilities	Instruct the arborist that all trees are to be staked at planting to ensure trees stay upright and reduce the chances of vandalism. The City will arrange removal of stakes typically 6 months after planting.	I understand and I agree	
Contractor Responsibilities	Arborist to plant all trees to V-101. Main items of consideration: a. Planting with root flare visible b. Break up root balls/remove circling roots c. Heavily water in and saturate during planting and while backfilling the hole with soil (3x the size of the root ball). d. Install clean arborist chips in a 5' minimum diameter area to 1 inch below curb grade to prevent erosion of mulch into the street.	I understand and I agree	

Contractor Responsibilities	Leave City provided notice when irrigation is damaged during planting and make immediate repair or within 48 hours.	I understand and I agree	
Contractor Responsibilities	Leave city provided watering/care information for residents at finish of each tree planting.	I understand and I agree	
Contractor Responsibilities	Ensure the required cleanup of all resulting debris from planting activities - no garbage, soil, rocks, etc. (Site Cleanup in Worksite Requirements)	I understand and I agree	
Contractor Responsibilities	Communicate completed locations weekly with the Urban Forestry Grant Manager to facilitate inspections and benefit contractor for partial payments.	I understand and I agree	
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Delk Management List of Fleet Items.docx	
City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contract work.	I understand and I agree	
City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the work being done.	I understand and I agree	
City Responsibilities	Identify tree planting locations and call-in utility locates	I understand and I agree	
City Responsibilities	Mark the locations with white paint on the adjacent curb prior to planting	I understand and I agree	
City Responsibilities	Hold the nursery stock in a protected and irrigated area until ready for contract planting	I understand and I agree	
City Responsibilities	Provide tree watering/care information to contractors to leave at planting locations when a tree is planted..	I understand and I agree	
City Responsibilities	Supply clean arborist chips that will be on site and available to pick up with nursery stock	I understand and I agree	
Service Completion Timeline	A timeline within which jobs must be done will be specified on each specific notice to proceed/Task Order based on the size of the job. Distribution of jobs will be based on productivity of contractors. Contractors that are completing task orders on time will be awarded jobs before contractors that are not completing jobs on time.	I understand and I agree	
Completion of Work	At the completion of the work, the jobsite will be inspected by a City Arborist or Urban Forester to ensure the scope of work was achieved.	I understand and I agree	

Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge	
Safety Standards	All equipment utilized in the work performed shall be in full compliance with the most current revision of the American National Standards Institute, Standard Z-133.1 - Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush; and L&I requirements. The Contractor will be solely responsible for private and public property, pedestrian and vehicular safety and control, and must provide the necessary warning devices , barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the work site. Contractor must provide qualified supervision of each crew at all times while working under this contract.	I acknowledge	
a.	Working in Proximity to Electrical Hazards - The Contractor's tree worker and the supervisor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree prior to any tree worker climbing, entering, or working around any tree. Contractor must take all prudent electrical safety measures that include shielding, de-energizing the line, or utilizing a qualified line clearance tree trimmer.	I acknowledge	
b.	Protection of Underground Utilities - The Contractor shall be responsible for contacting the appropriate utility to locate underground utilities or services (including but not limited to electrical) in the work area that may be damaged by the Contractor's operation; in particular for any excavation stump grinding work. The Contractor will also locate and protect all utilities in the fall area or work zone.	I acknowledge	
Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	I acknowledge	
WORKSITE REQUIREMENTS			

Street Closure and Traffic Control	a. Blocking of public streets shall not be permitted without prior approval by the City of Spokane. The permit holder is obligated to notify homeowners in writing in work area prior to commencing work. The permit holder is responsible for having the vehicles moved during arboriculture work.	I understand and I agree	
Street Closure and Traffic Control	b. The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of way. Questions may be directed to the Public Works Permit Coordinator.	I understand and I agree	
Transportation, storage and handling of plant material	Cover plants transported on open vehicles with a protective covering to prevent wind burn. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches.	I understand and I agree	
Transportation, storage and handling of plant material	Handle plants with care and protect plants from injury. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.	I understand and I agree	
Transportation, storage and handling of plant material	Protect all plants from drying out. Should roots or root balls be dried out, large branches broken, soil balls broken or loosened, or areas of bark torn, the city may reject the injured tree(s) and require replacement trees by the permit holder.	I understand and I agree	
Transportation, storage and handling of plant material	Plants, once removed from the holding medium, must be planted immediately.	I understand and I agree	

Site Cleanup	The permit holder shall clean up the site and remove and dispose of all debris at the end of each days operation. Site cleanup shall include removal of all debris from the street, curb, parkway, sidewalk, private lawns, and driveways. Exceptions are allowed for private property owners that have specifically requested in writing to leave wood or chips. If the private property owner requests wood or chips, these shall be left on private property, and not the right-of-way. The permit holder is responsible for disposing of debris according with disposal regulations of the City of Spokane, Spokane County, and the State of Washington. The site shall be returned to the condition prior to work.	I understand and I agree
BID		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	PW ITB #6221-24 Addendum #1 acknowledged and agreed
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	tree.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	DELK***781MM
#2	Provide Contractor's U.B.I. Number	603121565
#3	Provide Contractor's Washington Employment Security Department Number	434441-01-8
#4	Provide Contractor's Washington Excise Tax Registration Number	45-2548973
#5	Provide Contractor's City of Spokane Business Registration Number	603121565 45-2548973 T24000354CTL

<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</p>	
<p>#1</p> <p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p> <p>I acknowledge</p>	
<p>GRANT INFORMATION</p>	

TREE PLANTING &; REMOVAL - 2" - 6"	Remove 2"-6" dead trees - cut flush (less typical) and plant new tree	Base	task	1.00	\$374.00	\$374.00
TREE PLANTING &; REMOVAL - 2" - 6"	Remove 2"-6" dead trees - grind (typical) and plant new tree	Base	task	1.00	\$392.25	\$392.25
TREE PLANTING &; REMOVAL - 2" - 6"	Plant 2" tree (container)	Base	task	1.00	\$365.50	\$365.50
TREE PLANTING &; REMOVAL - 2" - 6"	Plant 3" tree (container)	Base	task	1.00	\$371.50	\$371.50
Total Base Bid	\$1,503.25					

Delk Management List of Fleet Items

(Tree Work Use Only)

- **2011 Freightliner with Bucket Attachment and Box**
- **2023 Chevy 5500 with Box**
- **2024 GMC Sierra 2500 Chase Truck**
- **2023 Ford F550 with flat bed for plant transportation**
- **2024 Ram 5500 with 300' Electric Hose Reel and 535-gallon water tank**
- **2023 Big Tex Landscape Trailer 70TV**
- **2023 BIG TEX DUMP TRAILER 14LP**
- **2024 Morbark Eger Beaver 1415 Brush Chipper**

Delk Management List of City of Spokane/County Tree Work Projects

- **Underhill Park Improvements**
- **2024 Local Chip Seal**
- **2023 Arterial G&O**
- **064 - Market/Monroe/29th G&O**
- **065 - Washington/29th/Monroe/Lincoln G&O**
- **Columbia Drive (Girard Ln. To Northwood Dr.)**

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB 6221-24

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< Business Lookup

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Entity name: DELK MANAGEMENT LLC

Business name: DELK MANAGEMENT LLC DBA DELK

Entity type: [Limited Liability Company](#)

UBI #: 603-121-565

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6206 N HARVARD RD
NEWMAN LAKE WA 99025-8545

Mailing address: PO BOX 1026
OTIS ORCHARDS WA 99027-1026



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Asotin County General Business - Non-Resident				Active	Jun-30-2025	Jun-30-2023
Cheney General Business - Non-Resident				Active	Jun-30-2025	Jul-06-2023
Clarkston General Business - Non-Resident				Active	Jun-30-2025	Jul-17-2023
Colville General Business - Non-Resident				Active	Jun-30-2025	Jun-30-2023
Liberty Lake General Business - Non-Resident				Active	Jun-30-2025	Jun-26-2013
Northport General Business - Non-Resident				Active	Jun-30-2025	Jul-05-2023
Nursery Retail Plant Seller/Installer				Active	Jun-30-2025	Mar-02-2023



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Pullman General Business - Non-Resident				Active	Jun-30-2025	Jun-30-2023
Republic General Business - Non-Resident				Active	Jun-30-2025	Jul-10-2023
Ritzville General Business - Non-Resident				Active	Jun-30-2025	Jun-30-2023
Spokane General Business - Non-Resident				Active	Jun-30-2025	Jun-24-2013
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Jun-17-2011

Governing People May include governing people not registered with Secretary of State

Governing people	Title
THORPE, COREY	

Registered Trade Names

Registered trade names	Status	First issued
DELK	Active	Jul-07-2022

Registered trade names	Status	First issued
DELK MANAGEMENT LLC DBA DELK	Active	Jan-18-2022
DELK OUTDOORS	Active	Jun-30-2023

The Business Lookup information is updated nightly. Search date and time:
10/4/2024 1:54:43 PM

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CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE PLANTING – ON CALL – AS NEEDED

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 **THE F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Avenue, Suite 3, Spokane Valley, Washington, 99206 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department; and

WHEREAS, the Contractor was selected through PW ITB 6221-24 issued by the City of Spokane.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on October 14, 2024, and ends on October 14, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**
The Contractor shall provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File 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. 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.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. PREVAILING WAGES.

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

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

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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 Agreement 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. 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 Consultant's/Contractor's/Company'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.

10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- 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 agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required 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; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) 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.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 this Agreement.

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

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. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**THE F.A. BARTLETT TREE
EXPERT COMPANY**

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

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 Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Response to ITB

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:
Sole Proprietorship Partnership Joint Venture Corporation
State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Bid Response Summary

Bid Number PW ITB 6221-24
Bid Title Tree Planting - on call - as needed
Due Date Monday, September 16, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company The F.A. Bartlett Tree Expert Company
Submitted By Joseph Zubaly - Monday, September 16, 2024 11:28:28 AM [(UTC-08:00) Pacific Time (US & Canada)]
 jzubaly@bartlett.com

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6, 2024 at 10:00 am at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201.	I understand and I agree
	OBJECTIVE	Plant approximately 250 trees per Spring and Fall for a total of 500+ per year in the City right of way, Parks, City Properties and other public properties such as schools in predetermined locations within the parking strip, locations where there are no sidewalks and behind the sidewalk when overhead utility conflicts are present. All trees approximately 2" in caliper, in 25 or 45 gallon containers. All work shall be performed according to ANSI A3000 tree care standards and the Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane, in effect of the date of this proposal.	I acknowledge
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	QUALIFICATION	Current City commercial tree service license holder	Yes
	QUALIFICATION	Submittal of successful large scale planting project examples preferred	Yes

QUALIFICATION	No violations or written warnings from the City of Spokane in the last year	Yes	
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. A secondary contract may also be awarded. Unsuccessful Contractors will not automatically be notified of results. The contract(s) that is awarded from this Request for Bids will be a two (2) year contract with two (2) optional one-year renewals.	I acknowledge	
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	I acknowledge	
MULTI-YEAR CONTRACT	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I understand and I agree	
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge	
GUARANTEE	The Contractor guarantees all work for final acceptance. If correction is required, the Contractor shall immediately place the work into a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense in order to receive final payment.	I acknowledge	
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge	
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge	

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge	
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	3+/- depending on the number of trees or density of planting sites within a neighborhood.	
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge	
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. If the person listed is NOT the person authorized to sign a contract with the City of Spokane, please give the name and email address of the person authorized to sign a contract as well.	Joseph R. Zubaly 208-640-6401 jzubaly@bartlett.com Contract signer: Matt Farin matt@bartlett.com	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.		
CONTRACT TERMINATION	The City's has the ability to terminate the contract if the scope of work is not being met and/or after (2) warnings from the City of Spokane.	I understand and I agree	

<p style="text-align: center;">PROPRIETARY INFORMATION</p>	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I understand and I agree</p>	
<p style="text-align: center;">INTERLOCAL LANGUAGE</p>	<p>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.</p>	<p>I understand and I agree</p>	
<p style="text-align: center;">GLOSSARY</p>	<p>BACKFILLING - Refill an excavated hole with the native soil material that was originally dug out of it.</p>	<p>I understand and I agree</p>	
<p>PUBLIC WORKS REQUIREMENTS</p>			
<p style="text-align: center;">A.</p>	<p>The work under this contract is classified as routine maintenance under state law.</p>	<p>I acknowledge</p>	
<p style="text-align: center;">1.</p>	<p>A payment/performance bond is NOT required</p>	<p>I acknowledge</p>	
<p style="text-align: center;">2.</p>	<p>Statutory retainage is NOT required</p>	<p>I acknowledge</p>	
<p style="text-align: center;">B.</p>	<p>Prevailing Wage</p>	<p>Yes</p>	

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge
2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.</p> <p>Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Statement of Intent	Yes

1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge	
D.	Filing Fees	Yes	
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge	
E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes	
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge	
GENERAL CONDITIONS			
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge	
TECHNICAL REQUIREMENTS			

Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
Scope of Work	Plant approximately 250 trees per Spring and Fall for a total of 500+ per year in the City right of way in predetermined locations within the parking strip, locations where there are no sidewalks and behind the sidewalk when overhead utility conflicts are present. All trees approximately 2" in 25 or 45 gallon containers	I acknowledge
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge
Contractor Responsibilities	Representation of the City of Spokane and the USDA with responsibility and professionalism in conduct and appearance at all times while fulfilling contracts and interacting with the public.	I understand and I agree
Contractor Responsibilities	Secure tree planting permit- can be one permit per planting season with number of trees and addresses listed on the permit.	I understand and I agree

Contractor Responsibilities	Coordinate traffic control as required/consult with DSC and give notice to abutting property owner when needed regarding vehicle parking during operations to prevent property damage	I understand and I agree	
Contractor Responsibilities	ISA certified Arborist must be heavily involved in and at minimum on site to oversee planting	I understand and I agree	
Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise.	I understand and I agree	
Contractor Responsibilities	Coordinate with Urban Forestry to arrange pick up of supplied nursery stock, stakes and chain at an offsite location where they are being held and cared for within two days of the planting taking place.	I understand and I agree	
Contractor Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the work being done.	I understand and I agree	
Contractor Responsibilities	No pruning at planting other than broken branches	I understand and I agree	
Contractor Responsibilities	Remove at minimum 5' diameter of sod around planting location	I understand and I agree	
Contractor Responsibilities	All digging to be done manually and not with mechanized equipment	I understand and I agree	
Contractor Responsibilities	Shall have a clean water tank available at each site as planting operations are in progress. Tank shall be clean and never have been used for herbicide or other contaminants and is dedicated only to water. Contractor to provide water. City water available for purchase at different locations.	I understand and I agree	
Contractor Responsibilities	Instruct the arborist that all trees are to be staked at planting to ensure trees stay upright and reduce the chances of vandalism. The City will arrange removal of stakes typically 6 months after planting.	I understand and I agree	
Contractor Responsibilities	Arborist to plant all trees to V-101. Main items of consideration: a. Planting with root flare visible b. Break up root balls/remove circling roots c. Heavily water in and saturate during planting and while backfilling the hole with soil (3x the size of the root ball). d. Install clean arborist chips in a 5' minimum diameter area to 1 inch below curb grade to prevent erosion of mulch into the street.	I understand and I agree	

Contractor Responsibilities	Leave City provided notice when irrigation is damaged during planting and make immediate repair or within 48 hours.	I understand and I agree	
Contractor Responsibilities	Leave city provided watering/care information for residents at finish of each tree planting.	I understand and I agree	
Contractor Responsibilities	Ensure the required cleanup of all resulting debris from planting activities - no garbage, soil, rocks, etc. (Site Cleanup in Worksite Requirements)	I understand and I agree	
Contractor Responsibilities	Communicate completed locations weekly with the Urban Forestry Grant Manager to facilitate inspections and benefit contractor for partial payments.	I understand and I agree	
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Equip list.xlsx	
City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contact work.	I understand and I agree	
City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ's and links about the work being done.	I understand and I agree	
City Responsibilities	Identify tree planting locations and call-in utility locates	I understand and I agree	
City Responsibilities	Mark the locations with white paint on the adjacent curb prior to planting	I understand and I agree	
City Responsibilities	Hold the nursery stock in a protected and irrigated area until ready for contract planting	I understand and I agree	
City Responsibilities	Provide tree watering/care information to contractors to leave at planting locations when a tree is planted..	I understand and I agree	
City Responsibilities	Supply clean arborist chips that will be on site and available to pick up with nursery stock	I understand and I agree	
Service Completion Timeline	A timeline within which jobs must be done will be specified on each specific notice to proceed/Task Order based on the size of the job. Distribution of jobs will be based on productivity of contractors. Contractors that are completing task orders on time will be awarded jobs before contractors that are not completing jobs on time.	I understand and I agree	
Completion of Work	At the completion of the work, the jobsite will be inspected by a City Arborist or Urban Forester to ensure the scope of work was achieved.	I understand and I agree	

Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge	
Safety Standards	All equipment utilized in the work performed shall be in full compliance with the most current revision of the American National Standards Institute, Standard Z-133.1 - Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush; and L&I requirements. The Contractor will be solely responsible for private and public property, pedestrian and vehicular safety and control, and must provide the necessary warning devices , barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the work site. Contractor must provide qualified supervision of each crew at all times while working under this contract.	I acknowledge	
a.	Working in Proximity to Electrical Hazards - The Contractor's tree worker and the supervisor shall perform an inspection to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree prior to any tree worker climbing, entering, or working around any tree. Contractor must take all prudent electrical safety measures that include shielding, de-energizing the line, or utilizing a qualified line clearance tree trimmer.	I acknowledge	
b.	Protection of Underground Utilities - The Contractor shall be responsible for contacting the appropriate utility to locate underground utilities or services (including but not limited to electrical) in the work area that may be damaged by the Contractor's operation; in particular for any excavation stump grinding work. The Contractor will also locate and protect all utilities in the fall area or work zone.	I acknowledge	
Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	I acknowledge	
WORKSITE REQUIREMENTS			

Street Closure and Traffic Control	a. Blocking of public streets shall not be permitted without prior approval by the City of Spokane. The permit holder is obligated to notify homeowners in writing in work area prior to commencing work. The permit holder is responsible for having the vehicles moved during arboriculture work.	I understand and I agree	
Street Closure and Traffic Control	b. The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of way. Questions may be directed to the Public Works Permit Coordinator.	I understand and I agree	
Transportation, storage and handling of plant material	Cover plants transported on open vehicles with a protective covering to prevent wind burn. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches.	I understand and I agree	
Transportation, storage and handling of plant material	Handle plants with care and protect plants from injury. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.	I understand and I agree	
Transportation, storage and handling of plant material	Protect all plants from drying out. Should roots or root balls be dried out, large branches broken, soil balls broken or loosened, or areas of bark torn, the city may reject the injured tree(s) and require replacement trees by the permit holder.	I understand and I agree	
Transportation, storage and handling of plant material	Plants, once removed from the holding medium, must be planted immediately.	I understand and I agree	

Site Cleanup	The permit holder shall clean up the site and remove and dispose of all debris at the end of each days operation. Site cleanup shall include removal of all debris from the street, curb, parkway, sidewalk, private lawns, and driveways. Exceptions are allowed for private property owners that have specifically requested in writing to leave wood or chips. If the private property owner requests wood or chips, these shall be left on private property, and not the right-of-way. The permit holder is responsible for disposing of debris according with disposal regulations of the City of Spokane, Spokane County, and the State of Washington. The site shall be returned to the condition prior to work.	I understand and I agree	
BID			
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge	
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	I acknowledge receipt of Addenda 1 - Pre-Bid meetings Questions and Answers - Planting . All requirements discussed in this document have been incorporated into this bid.	
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge	
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M - planting.docx	
CONTRACTOR RESPONSIBILITY			
#1	Provide Washington State Contractor's Registration No.	FABARBT921MW	
#2	Provide Contractor's U.B.I. Number	602831916	

#3	Provide Contractor's Washington Employment Security Department Number	15989500	
#4	Provide Contractor's Washington Excise Tax Registration Number	602831916	
#5	Provide Contractor's City of Spokane Business Registration Number	T19000197CTL	
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.		I acknowledge
GRANT INFORMATION			

TREE PLANTING & REMOVAL - 2" - 6"	Remove 2"-6" dead trees - cut flush (less typical) and plant new tree	Base	task	1.00	\$308.50	\$308.50	\$308.50
TREE PLANTING & REMOVAL - 2" - 6"	Remove 2"-6" dead trees - grind (typical) and plant new tree	Base	task	1.00	\$308.50	\$308.50	\$308.50
TREE PLANTING & REMOVAL - 2" - 6"	Plant 2" tree (container)	Base	task	1.00	\$308.50	\$308.50	\$308.50
TREE PLANTING & REMOVAL - 2" - 6"	Plant 3" tree (container)	Base	task	1.00	\$358.50	\$358.50	\$358.50
Total Base Bid	\$1,284.00						

Make	Model	Year
Freightliner	M2	2018
Freightliner	M2106	2017
Altec	LR7-60	2017
Freightliner	M2	2018
Altec	LR7-60E70RM	2018
Freightliner	M2	2020
Freightliner	M2	2019
Freightliner	M2-106	2021
Chevy	51500	2021
Ford	F7520	2024
GMC	Sierra	2017
Isuzu	NPR	2007
Isuzu	NPR	2012
Isuzu	NPR	2018
Isuzu	NPR	2023
Mercedes	Sprinter 4500	2023
Toyota	Rav4 LE	2022
Toyota	Rav4 LE	2022
Volkswagen	Tiguan	2022
Subaru	Crosstrek	2024
Bandit	GM5.7 165HP	2017
Vermeer	BC1500	2021
Morbark	Eeger Beaver 1821	2022
Bandit	15XP	2023
Vermeer	SC362	2018
Vermeer	SC70TX	2020
Vermeer	SC382	2015
Vermeer	6FT-1 Drop Deck Tilt	
BigT	14X7	2017
PJTM	16 FB	2013
Vern	TLR33	2017
CMSU	5CAM612FTT	2019
Bobcat	Root Rake	2014
Little Helper	Log Dolly	2016
Imperial	LB-10-16	2024
Bobcat	T550 T4	2019
Doosan	C185WDO-74F	2022

SUBCONTRACTOR LIST

PROJECT NAME: ____No subs required_____

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: THE F.A. BARTLETT TREE EXPERT COMPANY

Business name: BARTLETT TREE EXPERTS

Entity type: [Profit Corporation](#)

UBI #: 602-831-916

Business ID: 001

Location ID: 0003

Location: Active

Location address: 11120 E EMPIRE AVE
STE 3
SPOKANE VALLEY WA 99206-4583

Mailing address: 11120 E EMPIRE AVE
STE 3
SPOKANE VALLEY WA 99206-4583

Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	May-31-2025	May-01-2018
Spokane Valley General Business				Active	May-31-2025	Jan-19-2018

Governing People May include governing people not registered with Secretary of State

◀ Page 1 of 2 ▶

Filter

Governing people	Title
BARTLETT JR., ROBERT	
BEDOSKY, JOHN H.	
DANIELS, GREGORY S.	
DILLON, ANN H.	



Governing people**Title**

DONNELLY, CAROL J.

FARIN, MATTHEW J.

FRANKLIN, ROBERT M.

GIALLONGO, REYNO A.

HUBBARD, ELIZABETH B.

INGRAM, JAMES B.

KABURECK, GEORGE R.

KIJEK, CAROL A.

PALOMBA, GARY C.

SIGNORINI, JOHN E.

STELBEN, ROBERT P.

Registered Trade Names**Registered trade names****Status****First issued**

Registered trade names	Status	First issued
BARTLETT TREE EXPERTS	Active	Jul-08-2008
URBAN FORESTRY SERVICES - BARTLETT CONSULTING	Active	Jul-30-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
10/4/2024 1:45:52 PM

Contact us

How are we doing?

Take our survey!

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER York International Agency, LLC Attn. bartlettcert@yorkintl.com 500 Mamaroneck Avenue Harrison NY 10528	CONTACT NAME: PHONE (A/C. No. Ext): 914-376-2200		FAX (A/C. No): 914-376-2891
	E-MAIL ADDRESS: info@yorkintl.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Federal Insurance Company			20281
INSURER B: Travelers Property Casualty Company of America			25674
INSURER C: The Travelers Indemnity Company			25658
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 522174172

REVISION NUMBER:

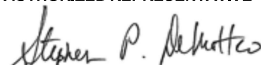
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2J-GLSA-1005A129-TIL-23	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-1005A130-TIL-23	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79752542	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7N673715-23-51-R UB-7N781486-23-51-K	12/1/2023 12/1/2023	12/1/2024 12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane is included as an additional insured with respect to Commercial General Liability, Automobile Liability, and Umbrella Liability for work performed by The F.A. Bartlett Tree Expert Company where required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies in favor of the additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane WA 99205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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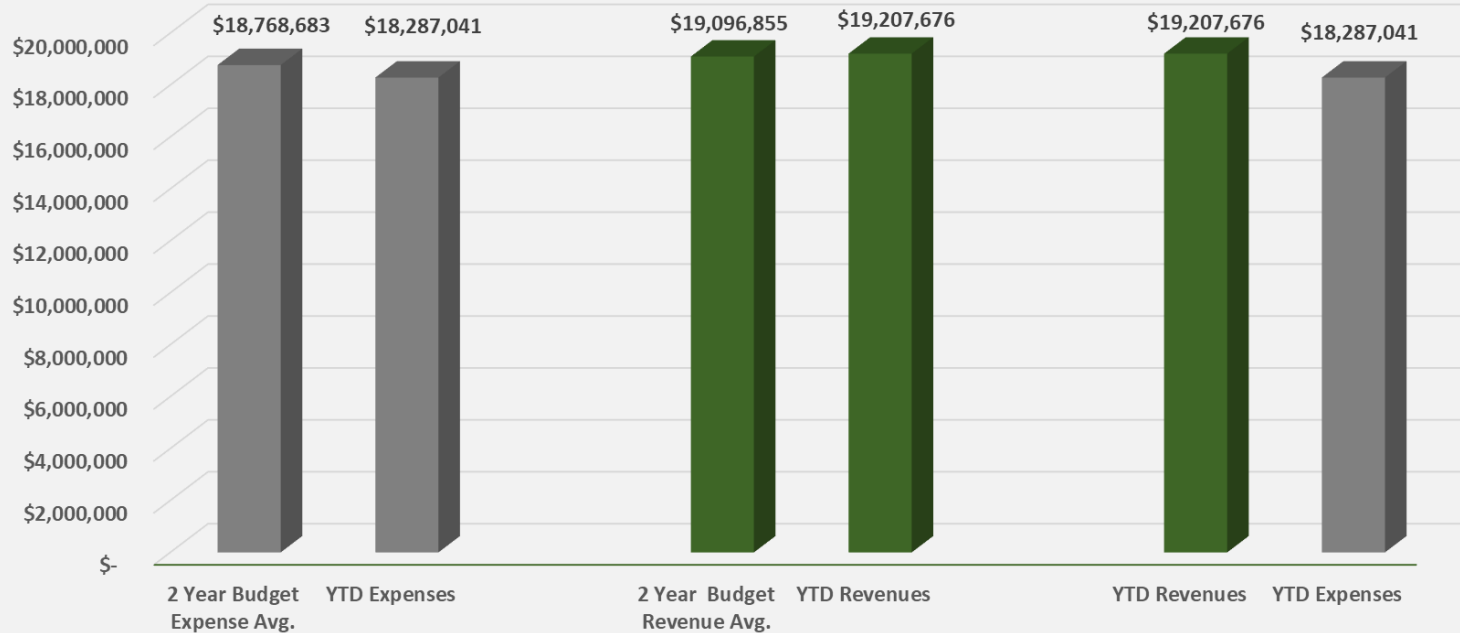


City of Spokane
**PARKS
& RECREATION**



*September '24
Financials*

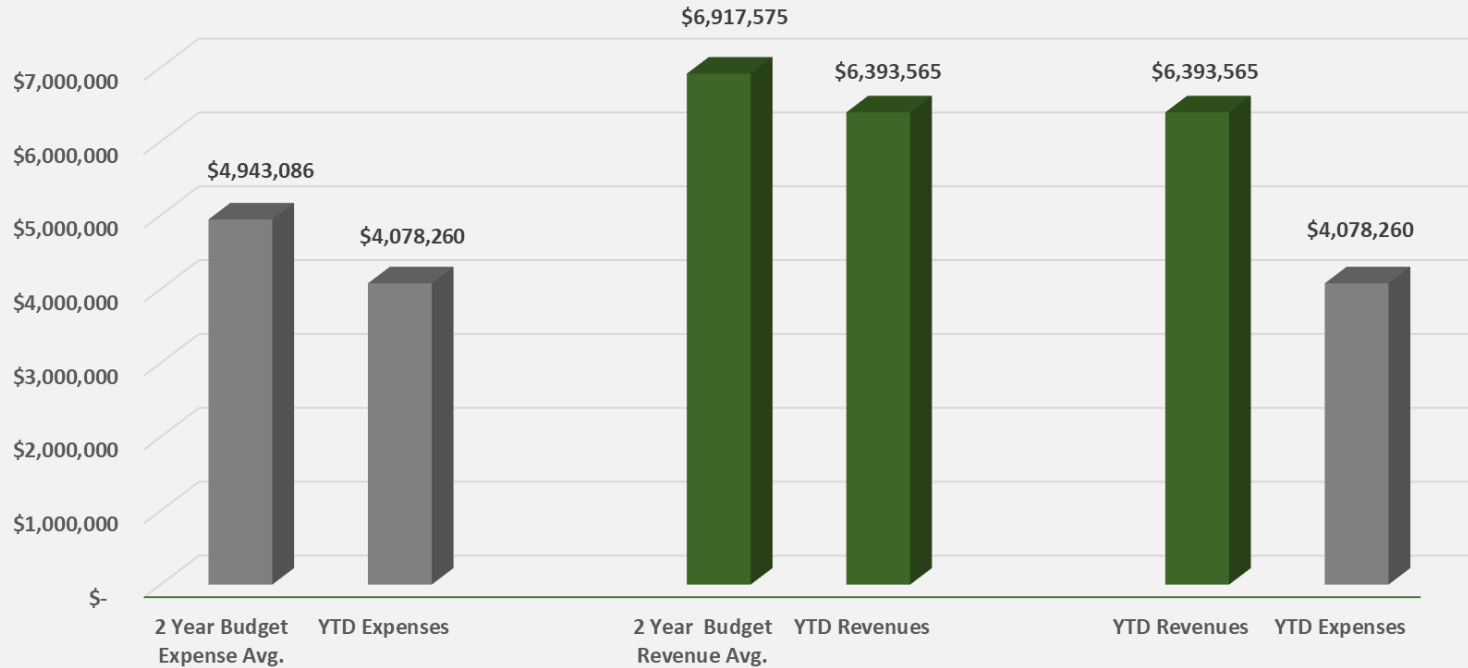
Parks Financials



Key Concepts:

- September was a net loss of \$151,000, which was in alignment with the forecast.
- Year-to-date Parks has earned 75% of budgeted revenues and spent 71% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$920,635.

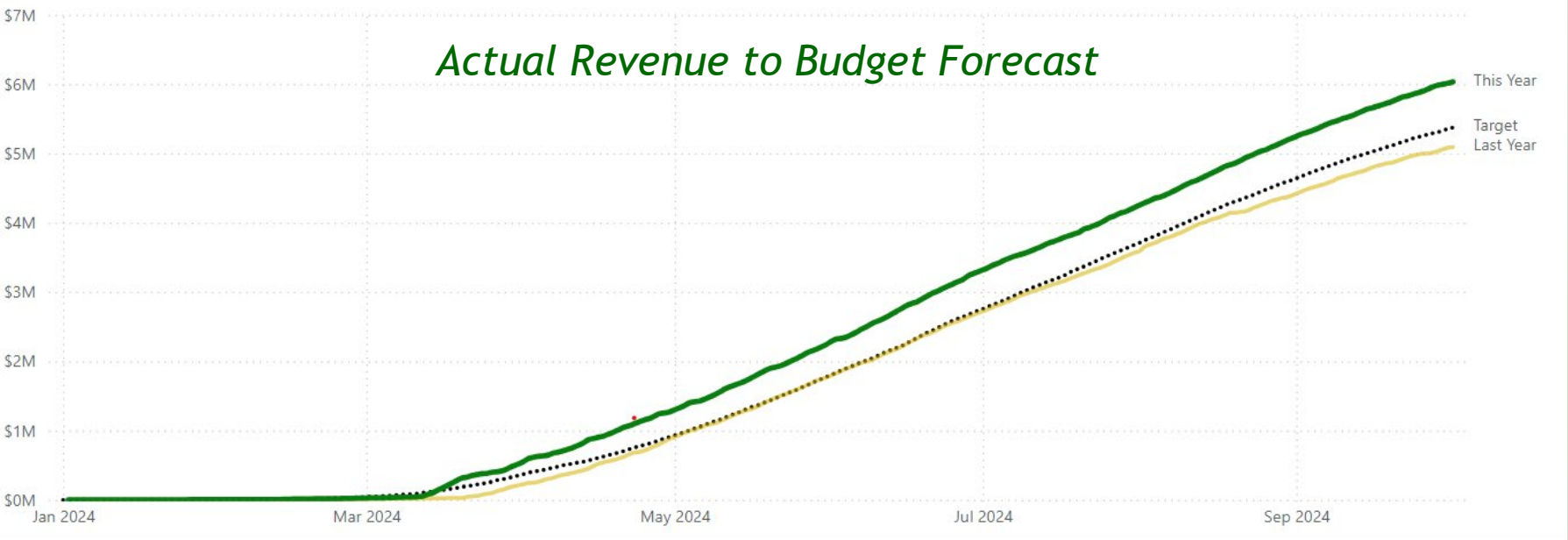
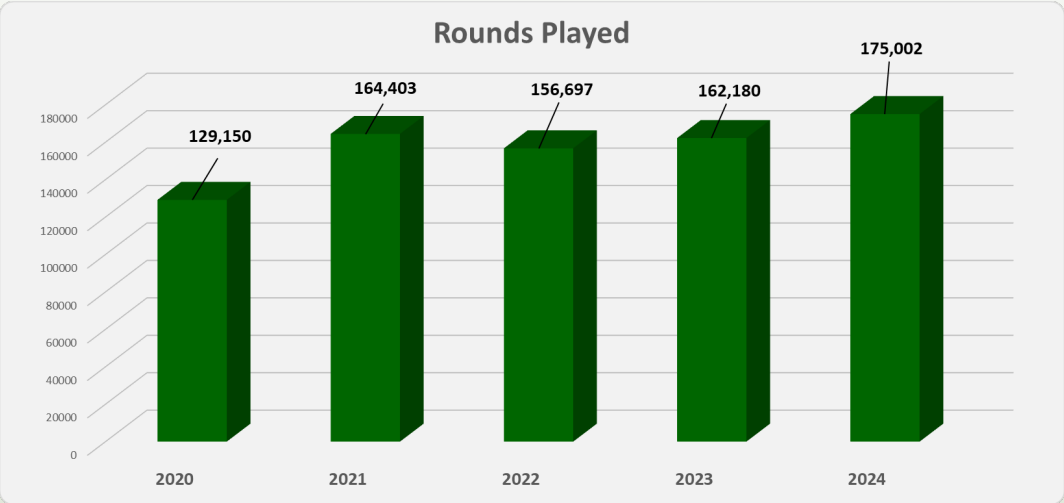
Golf Financials



Key Concepts:

- September was a net gain of \$185,000 with \$800,000 in earned revenue.
- Year-to-date golf has earned 104% of budgeted revenues and spent 73% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$1.8 million (excluding FIF and debt payments).

Golf Scorecard





City of Spokane
PARKS
& RECREATION



*Questions Or
Comments?*



September 2024



Latinos en Spokane
PRESENTS

CELEBRATING THE INDEPENDENCE OF

MEXICO



MUSIC - FOOD - BAZAAR - ARTS & CRAFTS - CULTURAL ACTIVITIES - FACE PAINTING

SATURDAY 14 SEPTEMBER
RIVERFRONT PARK







Хай будзе мир людству у вёсёму сьвіті
May Peace Prevail On Earth.

Ainemmón En Pád llo Laj In
Que la paz prevalezca en la tierra

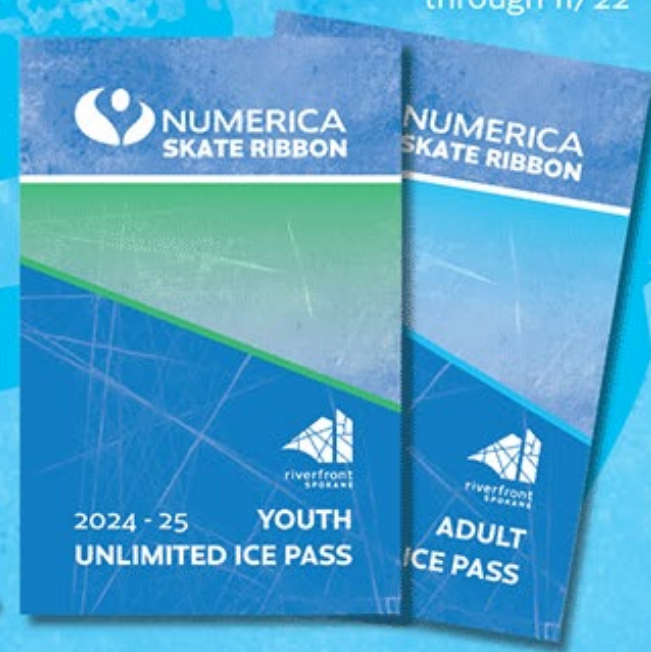


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Vanessa Esparza





Nathan Miller



Spokane Park Board

Briefing Paper



Committee	Golf Committee	Committee meeting date: October 8, 2024	
Requester	Nick Hamad / Mark Poirier	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Zetin Contractors / Downriver Golf Course Cart Path Renovation - Phase 1 Contract \$292,000.00 (plus applicable tax).		
Begin/end dates	Begins: 10/10/2024	Ends: 06/06/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract with the low responsive bidder, Zetin, for the complete reconstruction of all sand bunkers at Indian Canyon Golf Course. Bid price is \$292,000.00 plus applicable tax.</p> <p>This contract will include the base bid scope of work, which includes the replacement of cart paths near the clubhouse, parking area, and upper portions of holes #1, #9, #10, #18. Cart paths included will be completely reconstructed, regraded and widened to improve functionality and condition.</p> <p>Alternate #1 for additional cart storage is not accepted at this time but may be added at a later time during construction.</p>			
Motion wording:			
Motion to approve Zetin Contractors for the Downriver Golf Course Cart Path Renovation - Phase 1 construction contract in the amount of \$292,000.00 plus applicable tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Zetin Contractors			
Name: Shawn Walker		Email address: swalker@zetin.com	Phone:
Distribution:			
Parks – Accounting		Mark Poirier	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$292,000.00 plus applicable tax		Budget code: 4600-5510-94000-56301-99999	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input 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: 603 435 502 Business license expiration date: 9/30/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION

DOWNRIVER GOLF COURSE PHASE 1 CART PATH RENOVATION 24002 - BID DRAWINGS 09.16.2024

DESCRIPTION OF WORK

BASE BID SCOPE

REMOVE, RE-GRADE, AND REPLACE EXISTING ONE AND TWO-WAY ASPHALT CART PATHS SURROUNDING THE CLUBHOUSE, PRACTICE AREA, AND UPPER PORTIONS OF HOLES #1 AND #10 AT DOWNRIVER GOLF COURSE. WORK INCLUDES BUT IS NOT LIMITED TO:

- REMOVAL OF 14,100 SF OF EXISTING CART PATH ASPHALT PAVEMENT AND ASSOCIATED BASE MATERIAL.
- REMOVAL OF 2,150 SF OF EXISTING VEHICULAR PARKING LOT ASPHALT PAVEMENT.
- REMOVAL OF 235 LINEAR FEET OF EXISTING TYPE A CURBING.
- REMOVAL OF TWO EXISTING TREES AND ROOT MASSES.
- INSTALLATION OF 153 LF OF NEW BOULDER RETAINING WALL.
- 14,850 SF OF CART PATH ASPHALT PAVING AND ASSOCIATED BASE MATERIAL.
- PLACEMENT OF 262 LF OF CART PATH CURBING.
- PLACEMENT OF 279 LF OF TYPE A CURBING.
- ASSOCIATED APPURTENANCES AND LANDSCAPE REPAIR.
- ADDITIVE ALTERNATE #1 - ADD CART STAGING AREA PAVING AND CURB - SEE DRAWINGS

ADDITIONAL WORK REQUIREMENTS

WORK SHALL BE EXECUTED ACCORDING TO THE ATTACHED CONSTRUCTION DRAWINGS, PLAN NOTES, AND IN THE ABSENCE OF DIRECTION ON THESE DRAWINGS, 'THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, CURRENT EDITION' AND 'THE OF THE STANDARD PLANS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION CURRENT EDITION', BOTH AS PREPARED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT). THE STANDARD SPECIFICATIONS ARE HEREBY MADE A PART OF THIS CONTRACT. THE STANDARD SPECIFICATIONS, EXCEPT AS MAY BE MODIFIED OR SUPERSEDED BY THESE CONTRACT DOCUMENTS, SHALL GOVERN ALL PHASES OF THE WORK SPECIFIED IN THESE CONTRACT DOCUMENTS.

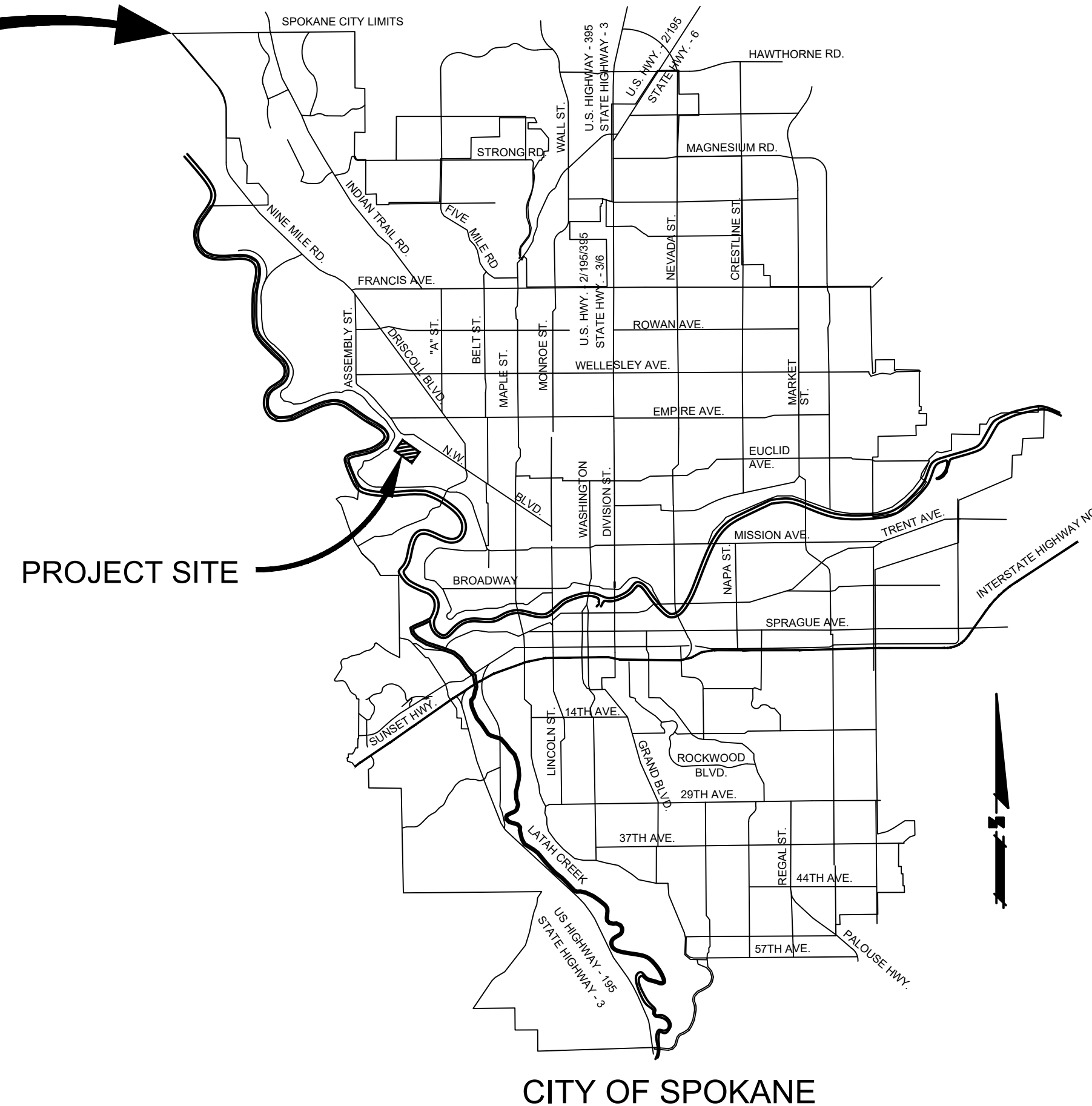
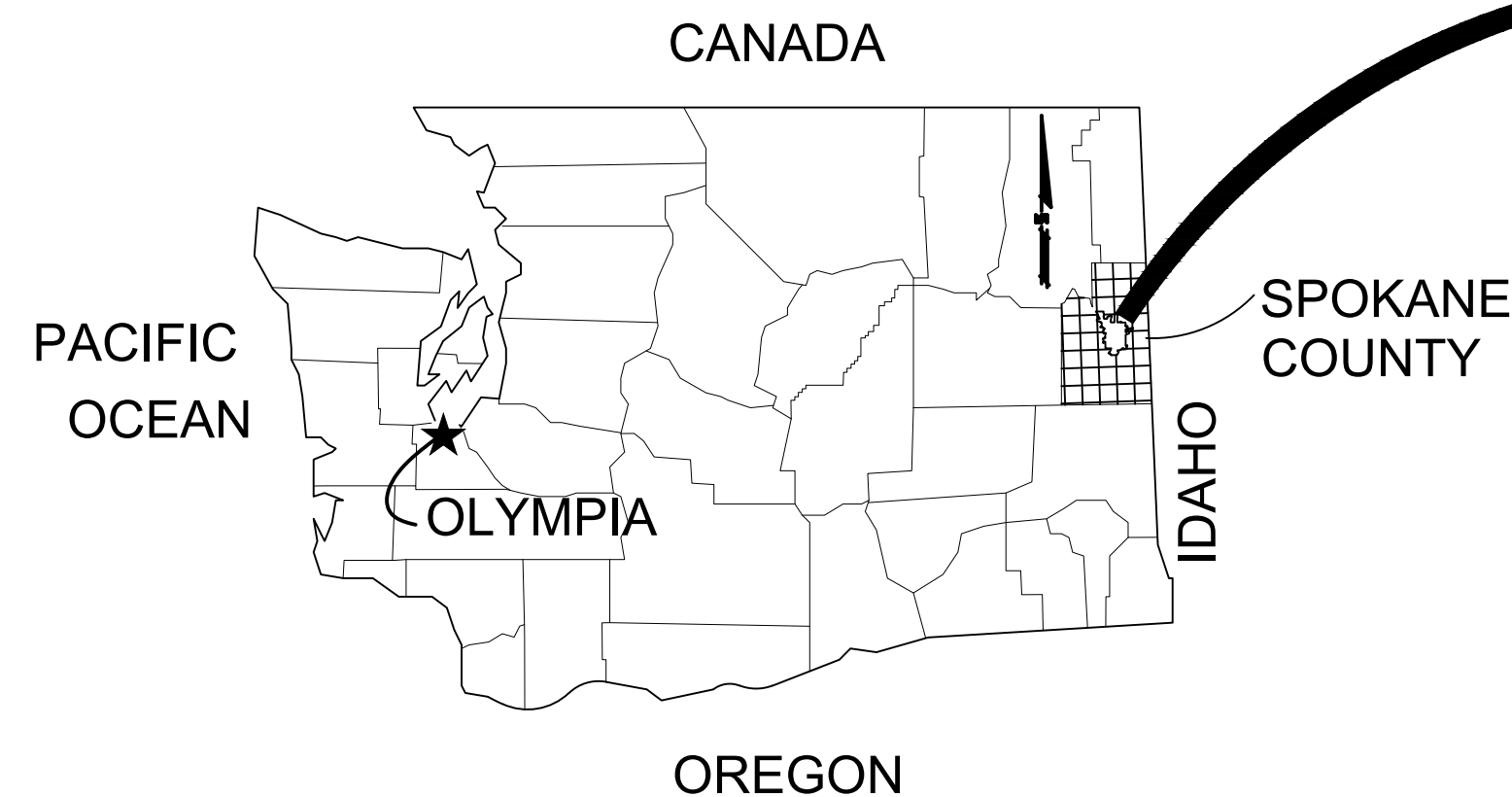
ALL WORK, INCLUDING APPROXIMATE QUANTITIES FOR EACH SITE, SHALL BE MUTUALLY AGREED UPON BY THE CONTRACTOR AND OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

REQUIRED COMPLETION DATE

ALL WORK SHALL BE COMPLETED BY COMPLETION DATED

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR IS RESPONSIBLE FOR TEMPORARY OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
5. CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
6. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
7. TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF SPOKANE ARBORIST TO SCHEDULE WORK.
8. OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.



WORK LOCATION		
SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	3225 N COLUMBIA CIR SPOKANE, WA 99205	PATHWAY IMPROVEMENTS

MAYOR

LISA BROWN

COUNCIL MEMBERS

BETSY WILKERSON, CITY COUNCIL PRESIDENT
JONATHAN BINGLE
MICHAEL CATHCART
PAUL DILLON
LILI NAVARRETE
ZACK ZAPPONE
KITTY KLITZKE

CITY ADMINISTRATOR

GARRET JONES (ACTING)

DIRECTOR OF PARKS

JASON CONLEY (INTERIM)

PROJECT CONTACT(S)

NICK HAMAD, PLA.
SPOKANE PARKS AND RECREATION
PROJECT MANAGER, (509) 363-5452

DRAWING INDEX

SURVEY

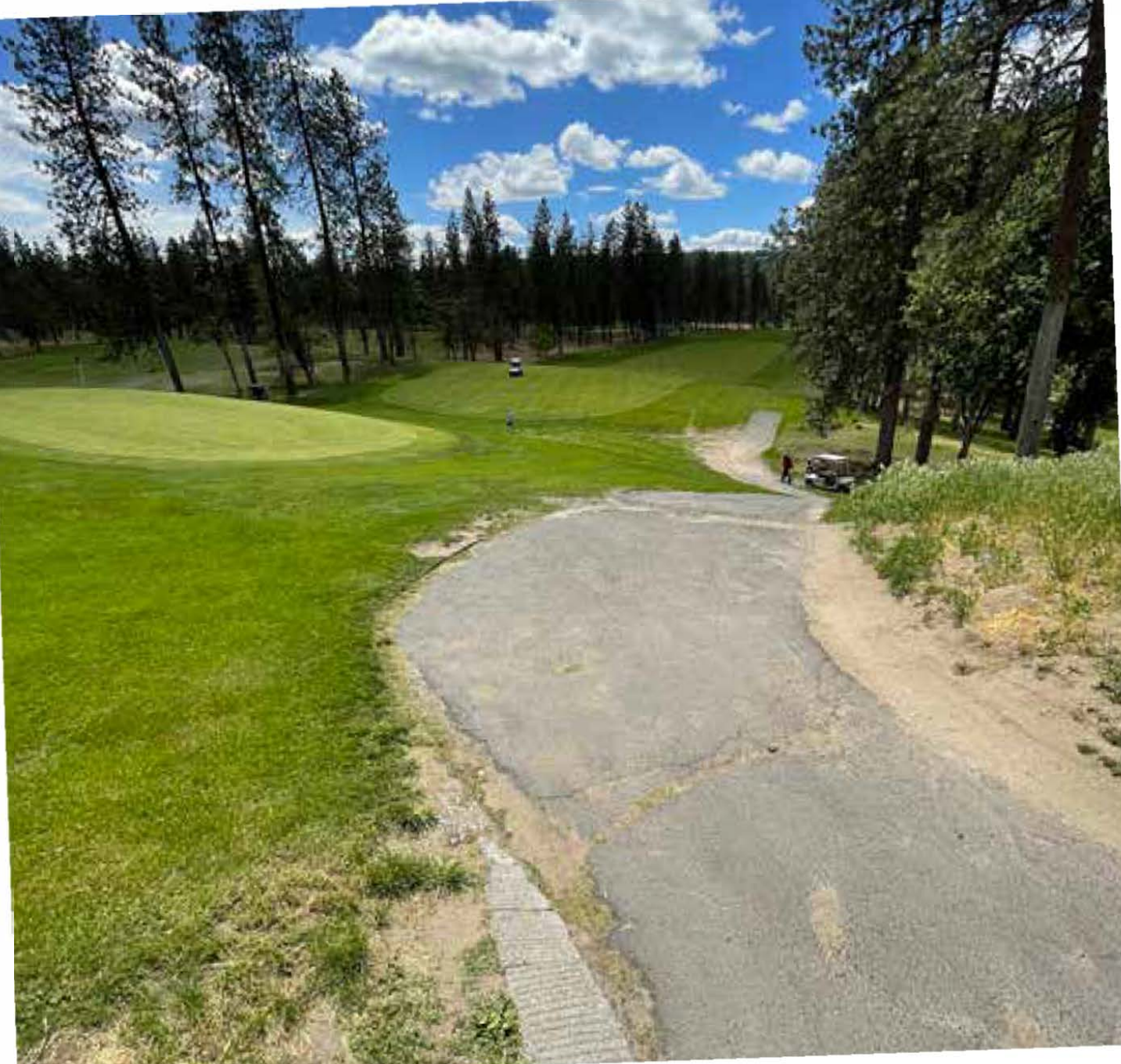
V01 TOPOGRAPHIC SURVEY PLAN

LANDSCAPE PLANS

- | | | |
|-----|-------|-----------------------------------------------------|
| 1. | CV001 | COVER SHEET |
| 2. | LS001 | GENERAL NOTES |
| 3. | LS002 | OVERALL SITE WORK AREA |
| 4. | LD101 | LANDSCAPE DEMOLITION PLAN - NORTH |
| 5. | LD102 | LANDSCAPE DEMOLITION PLAN - SOUTH |
| 6. | LS101 | PATHWAY AND LANDSCAPE RESTORATION PLAN - NORTH |
| 7. | LS102 | PATHWAY AND LANDSCAPE RESTORATION PLAN - SOUTH |
| 8. | LG101 | PATHWAY GRADING PLAN - NORTH |
| 9. | LG102 | PATHWAY GRADING PLAN - SOUTH |
| 10. | LI101 | IRRIGATION PLAN - NORTH |
| 11. | LI102 | IRRIGATION PLAN - SOUTH |
| 12. | LS501 | PATHWAY AND LANDSCAPE RESTORATION PLAN ENLARGEMENTS |
| 13. | LS502 | PATHWAY AND LANDSCAPE RESTORATION PLAN DETAILS |

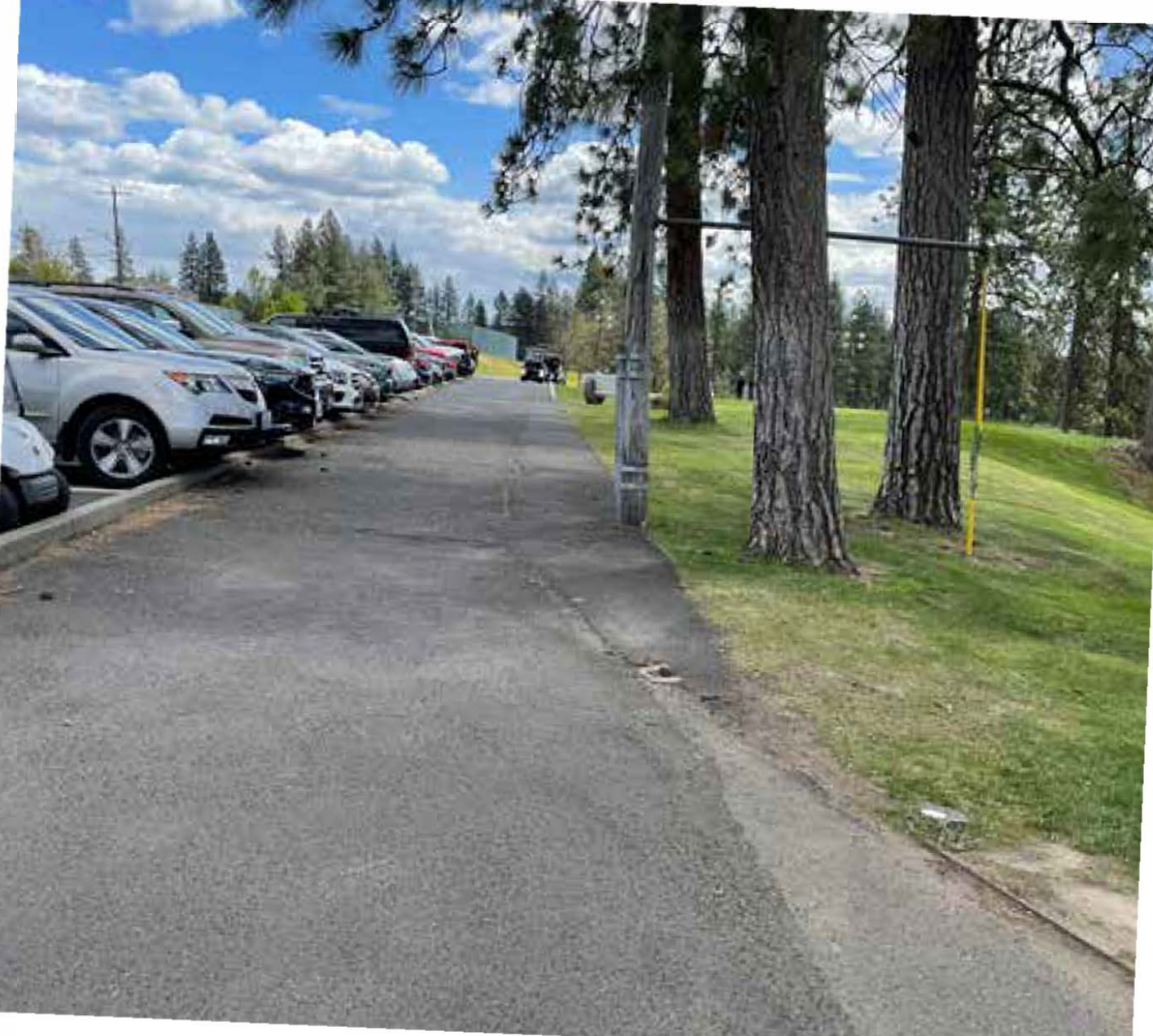




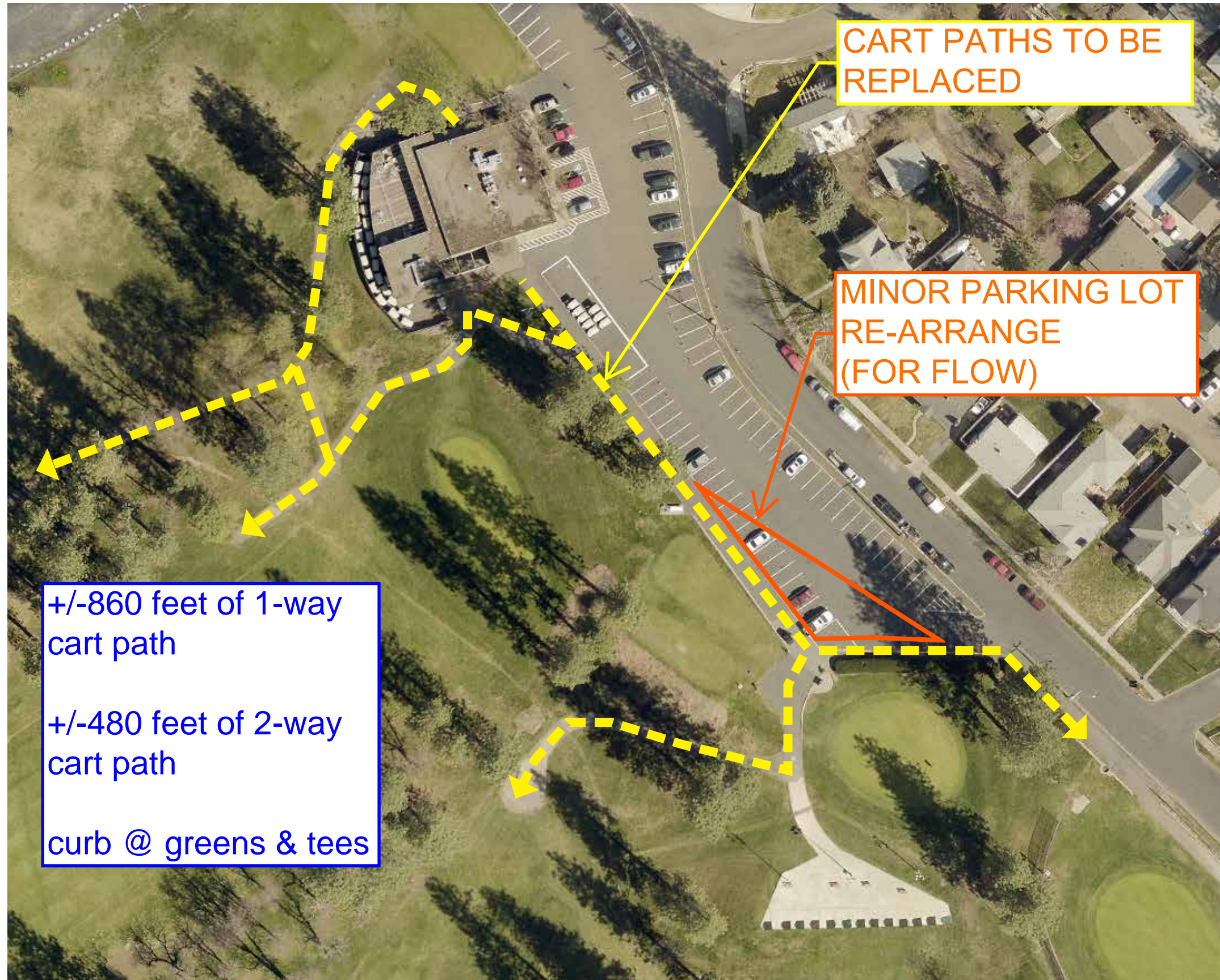




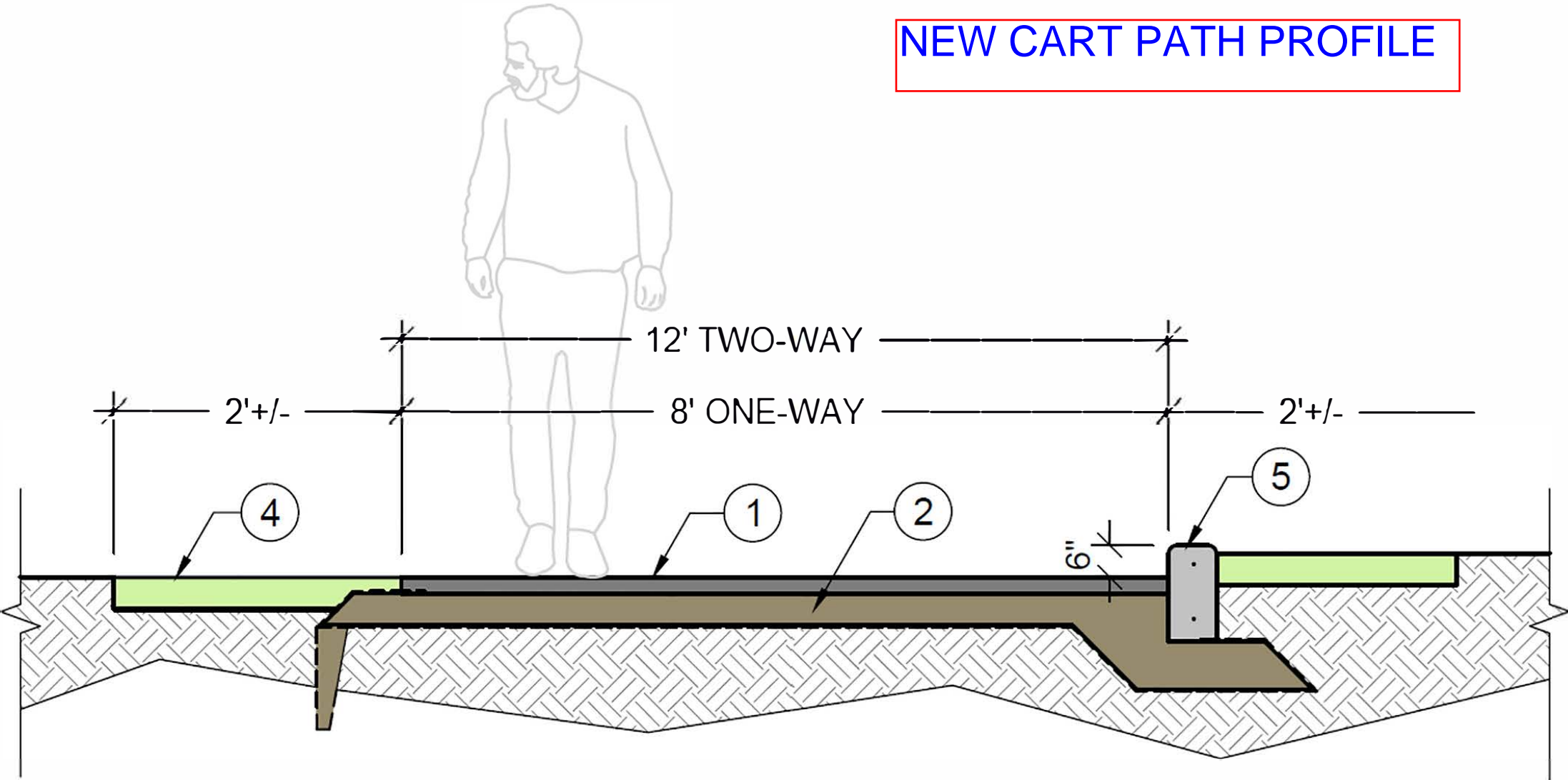
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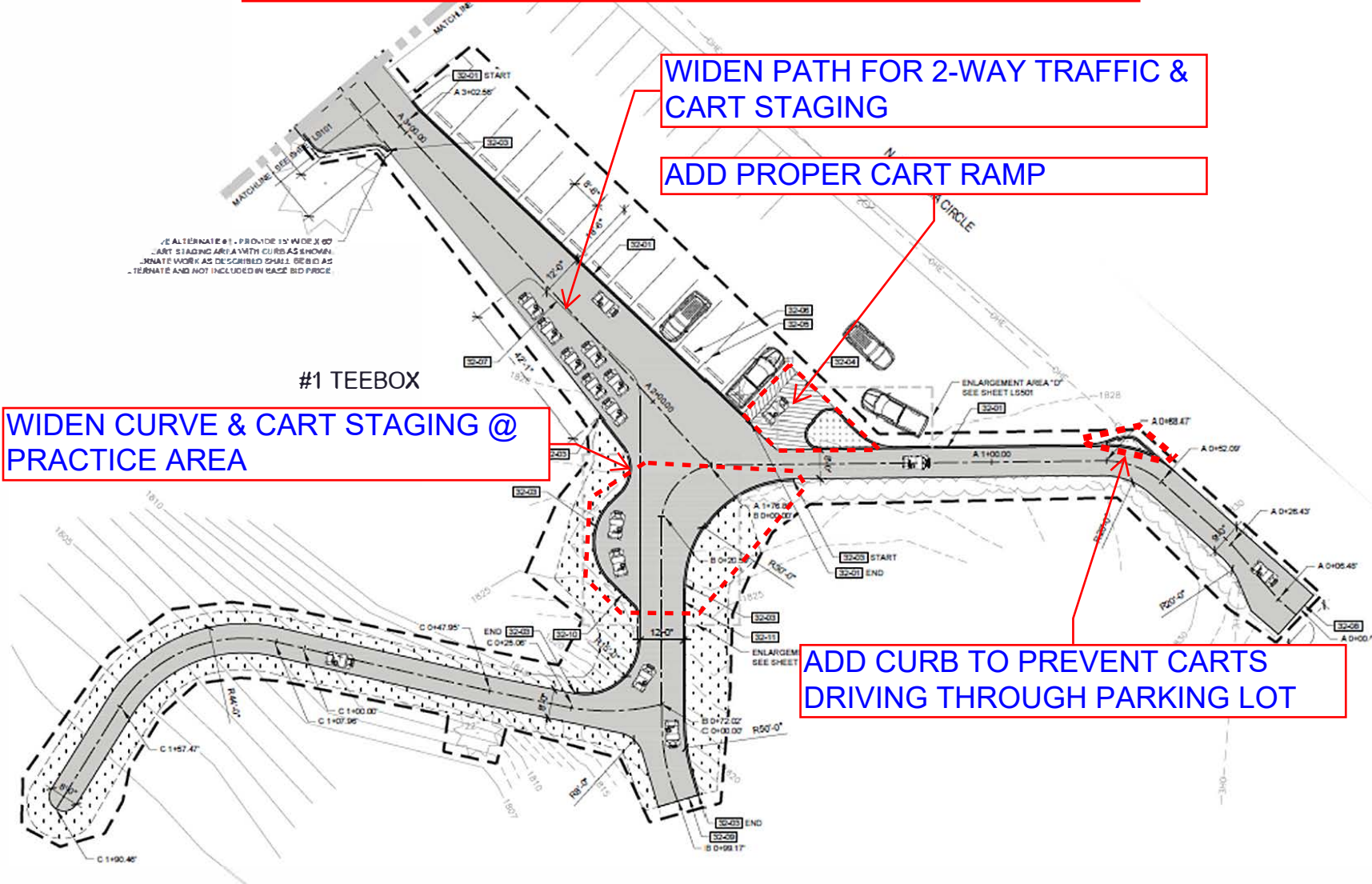
DOWNRIVER GOLF COURSE - PATHWAY REPLACEMENT PHASE 1



NEW CART PATH PROFILE



'CIRCULATION IMPROVEMENTS @ #1 TEE



WIDEN PATH FOR 2-WAY TRAFFIC & CART STAGING

ADD PROPER CART RAMP

WIDEN CURVE & CART STAGING @ PRACTICE AREA

ADD CURB TO PREVENT CARTS DRIVING THROUGH PARKING LOT

#1 TEEBOX

Bid Tabulation - Downriver Golf Course Cart Path Renovation - Phase 1

Extended Price Analysis							
Item	Description	UOM	Quantity	Zetin Contractors	Inland Asphalt Company	Inland Infrastructure LLC	Average
BASE BID	Base Bid	Each	1	\$292,000.00	\$315,820.00	\$399,500.00	
TOTAL BASE BID (NO TAX)				\$292,000.00	\$315,820.00	\$399,500.00	\$335,773.33
ALTERNATE 1	Total Bid	Each	1	\$8,100.00	\$8,670.00	\$7,500.00	\$8,090.00
TOTAL BASE BID + ALTERNATE 1 (NO TAX)				\$300,100.00	\$324,490.00	\$407,000.00	\$343,863.33
Washington State Retail Sales Tax (9.0%)				\$27,009.00	\$29,204.10	\$36,630.00	\$30,947.70
Total All Work + Tax				\$327,109.00	\$353,694.10	\$443,630.00	\$374,811.03

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6236-24 DOWNRIVER GOLF COURSE CART PATH RENOVATION –
PHASE 1

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 292,000.00
(do not include Washington State Sales Tax)

BID ALTERNATES

Alt. 1 – Add Cart Staging Area: \$ 8,100.00
(do not include Washington State Sales Tax)

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) memos 1 & 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work in two phases, with Phase A (Hole #18 improvements) being completed by November 22nd, 2024 and Phase B (all remaining improvements) being completed by May 16, 2025.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of SEVEN HUNDRED-FIFTY DOLLARS (\$750.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. Z ETINCL8 6104
(must be in effect at time of bid submittal)

U.B.I. Number 603 435 502

Washington Employment Security Department Number 000-046998-00-5

Washington Excise Tax Registration Number 603 435 502

City of Spokane Business License Number 6 03435 502

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

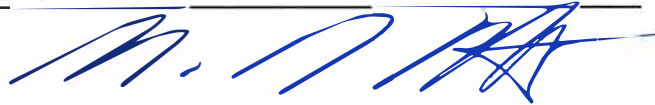
BID SECURITY.

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

NON-COLLUSION.

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

Name of Bidder: Zetin Contractors LLC



Signature of Bidder's Authorized Representative

CFO (W. Chris Florko)
Title

4015 E. Francis Ave Spokane WA 99217
Address

509-892-4025
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

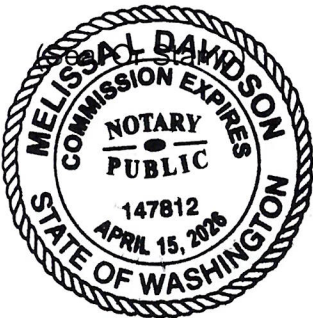
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 9/30/2024
date



Melissa Davidson
Signature of Notary Public

My appointment expires 4/15/2026

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB #6236-24 Downriver Golf Course Path Renovation Phase 1

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER Hidden Rivers

TYPE OF WORK/BID ITEM Landscaping

AMOUNT \$74,000.00

CONTRACTOR'S REGISTRATION NO. HIDDERS162NA

CONTRACTOR/SUPPLIER Diamond Asphalt Paving

TYPE OF WORK/BID ITEM Paving

AMOUNT \$38,000.00

CONTRACTOR'S REGISTRATION NO. DIAMOAP841DN

CONTRACTOR/SUPPLIER Jett Concrete

TYPE OF WORK/BID ITEM Concrete

AMOUNT \$21,000.00

CONTRACTOR'S REGISTRATION NO. JETTCCI785KJ

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

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

BID BOND

We, Zetin Contractors LLC as Principal,
and Merchants National Bonding, Inc. as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

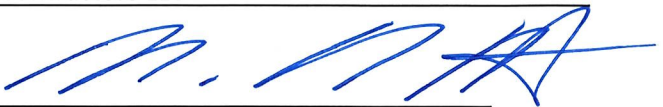
DOWNRIVER GOLF COURSE CART PATH RENOVATION – PHASE 1

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on September 30, 2024

AS PRINCIPAL


Zetin Contractors LLC

By: 

Title: W. Chris Florko (CFO)

A valid POWER OF ATTORNEY must accompany this bond.

Merchants National Bonding, Inc.
AS SURETY

By: 
Attorney in Fact (Shawn M. Wilson)



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

George C Schroeder; Jennifer Mendenhall; Nicholas W Paget; Peggy A Firth; Shawn M Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

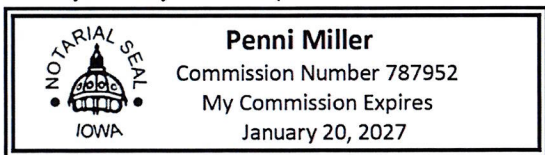



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September, 2024.




Secretary



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.</p>	
<p>Project Name: DOWNRIVER GOLF COURSE CART PATH RENOVATION – PHASE 1</p>	
	<p>Project #6236-24</p>
<p>Part A: General Company Information</p>	
<p>Company Name Inland Asphalt Company</p>	
<p>Address 5111 E Broadway Ave Spokane WA 99212</p>	
<p>Contact Name and Title Jared Boucher Construction Manager</p>	
<p>Contact Phone 509-534-2657</p>	<p>Contact E-mail Jared.boucher@inlandnw.com</p>
<p>Years in business as a Prime Contractor 90</p>	<p>Years in business as a sub-contractor 90</p>
<p>Years in business under present Name 90</p>	
<p>List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years n/a</p>	
<p>Explain reason for name change(s) in the past five (5) years n/a</p>	
<p>Part B: Work Experience</p>	
<p>If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. List a minimum of four (4) cart path, trail and pathway projects of equal size and scope contractor has completed within the last 24 months. Contractor to have experience working in the Pacific and/or Inland Northwest Region.</p>	
<p>Part C: Performance Evaluation</p>	
<p>Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.</p>	
<p>Part D: Record of Debarment / Disqualification</p>	
<p>Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.</p>	

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G. Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

Yes No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date

Jared Boucher

10/1/24

17C404354A0FBED69BEC564475BD91A6

readysign

Printed Name of Authorized Representative

Title

Jared Boucher

Construction Manager

Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>	
<p>The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>	
<p>For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>	
<p>Form Submittal:</p>	
<p>Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>	
<p>Email (preferable)</p>	<p>tprince@spokanecity.org with the Email Subject line: Supplemental Bidder Form for City of Spokane DOWNRIVER GOLF COURSE CART PATH RENOVATION – PHASE 1</p>
<p> </p>	
<p> </p>	
<p> </p>	
<p> </p>	
<p> </p>	
<p> </p>	
<p> </p>	
<p>Questions: Please call (509) 625-6400</p>	

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Inland Asphalt Company		Bidders Contact Name & Phone Number Jared Boucher 509-534-2657	
Project Name Trail Head Golf Course		Project Contract Number: K - 775-02	
Project Owner City of Liberty Lake		Project Location Spokane WA	
Project Owner Contact Name & Title Lisa Key		Owner's Telephone Number 509-755-6708	
Notice to Proceed Date 6/2/2022	Final Completion Date 9/8/2023	Awarded Contract Value 133223.15	Final Contract Price 184,092.25
Prime Contractor Name (If Not Bidder) Bouten Construction		Contractor Contact Name & Phone Number (If Not Bidder) Angela Madison 509-202-0036	
Brief Project Description Grade & pave			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications <p style="text-align: center;">grade and pave 4,859 sy asphalt & 1,600 crushed rock, including traffic control</p>			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Inland Asphalt Company		Jared Boucher	509-534-2657
Project Name		Project Contract Number:	
Children of the Sun Trail		009552	
Project Owner		Project Location	
WSDOT		Spokane WA	
Project Owner Contact Name & Title		Owner's Telephone Number	
Bob Hilmes		509-324-6091	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
6/24/22	12/1/2023	\$204,323.20	252,681.35
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Graham Contracting LTD		Matthew Hibbs 425-691-3591	
Brief Project Description			
Grade & pave			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			
3000 sy Asphalt, patching, remove & replace, curb work			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Inland Asphalt Company		Jared Boucher	509-534-2657
Project Name		Project Contract Number:	
East Valley School Sports Field		18-04-088	
Project Owner		Project Location	
East Valley School Dist		Spokane, WA	
Project Owner Contact Name & Title		Owner's Telephone Number	
Jonathan Miller		509-464-2206	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
3/29/2022	5/31/23	160,287.00	164,323.10
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
AM Landshaper		Mark Albin / Justin Carr 509-468-4335	
Brief Project Description			
Grade & Pave			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			
5000 sy Item 01: Grade and Pave Parking Lot Place 6" CSTC and Pave 2.5" HMA PG 64H-28. Includes weedkill under asphalt. Item 02: PAVE ONLY Wellesley Patch Pave up to 6" HMA Includes 2 Mobilizations			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Inland Asphalt Company		Jared Boucher	509-534-2657
Project Name		Project Contract Number:	
The Hub		24-15	
Project Owner		Project Location	
Spokane Valley HUB dba HUB Sports Center		Spokane WA	
Project Owner Contact Name & Title		Owner's Telephone Number	
John Minder		509-822-8930	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
7/30/24	9/28/24	173,726.00	173,726.00
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
AM Landshaper		Mark Albin / Justin Carr 509-468-4335	
Brief Project Description			
Pave only			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			
8194 sy 3" Asphalt & 2" CR paving parking lot and pathway			

Spokane Park Board

Briefing Paper



Committee	Finance Committee	Committee meeting date: 10/8/2024	
Requester	Jennifer Papich	Phone number: 509-363-5420	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2020-0202		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K Obj. 5 (Maint & Care)	Master Plan Priority Tier:	Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Increase Oxarc Chemical Value Blanket from not to exceed \$135,000 to not to exceed \$185,500 including tax and freight for the remainder of the contract.		
Begin/end dates	Begins: 10/10/2024	Ends: 02/20/2025	<input type="checkbox"/> 06/01/2525
Background/history: The 2024 Oxarc Chemical value blanket with Recreation for Aquatics has been exhausted due to a combination of increased pricing and utilizing more chemicals in 2024. We are requesting that the not to exceed amount is increased from \$135,000 to \$185,500 including tax and freight to pay the final invoice for the 2024 season. This \$50,500 increase is within the Aquatics Chemical Budget. Chemicals are needed to maintain water balance at the City Aquatics Facilities. This is the final year of the value blanket contract.			
Motion wording: Approve increasing the Oxarc Chemical Value Blanket not to exceed amount to \$185,500 for remaining life of the contract.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: _____ tprince@spokanecity.org Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$185,500 Budget code: 1400-54150-76902-53203 (or \$50,500) additional to contract			
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: 328-037-121 Business license expiration date: 9/30/25 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Description	VB price	unit	2023 price	2024 price	seasonal quantity needed	\$ increase
Calcium Hypochlorite	\$225.75	100lb bucket	\$376.92	\$376.93	8	\$1,209.36
sodium bicarbonate	\$24.00	per 50 lb bag	\$30.00	\$30.77	300	\$2,031.00
calcium chloride	\$18.50	per 50 lb bag	\$27.69	\$30.00	96	\$1,104.00
cyanuric acid	\$90.75	per 50 lb bag	\$194.75	\$194.76	18	\$1,872.00
sodium hypochlorite	\$2.41	per gallon	\$4.80	\$4.80	17,900	\$42,781.00
hydrochloric acid	\$3.10	per gallon	\$3.97	\$3.97	8,000	\$6,960.00

AGENDA SHEET FOR PARK BOARD MEETING OF: Feb. 13, 2020



Submitting Division
Parks & Recreation

Contact Person
Josh Oakes

Phone No.
363-5407

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: 04/01/2020 Expiration date: 12/31/2020 Open ended

CLERKS' FILE	<u>OPR 2020 -</u>
RENEWAL	<u>0202</u>
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)

RECEIVED
FEB 19 2020

CITY CLERK'S OFFICE

BACKGROUND:

(Attach additional sheet if necessary)

Chemicals are needed to maintain water balance at the City pools. The previous value blanket expired 12/31/2019 and bid responses were collected for the 2020 season. There were two bid responses, one from Oxarc, and the other from Pure Water Aquatics. Attached is the bid comparison pricing sheet for the various chemicals. Based on the bids, Oxarc came in as the low bidder. If approved, the City will purchase chemical supplies from Oxarc annually in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.

RECOMMENDATION:

Move to approve granting Oxarc the pool chemical value blanket in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Josh Oakes Requester - Josh Oakes
Jennifer Papich Dept. Manager Jennifer Papich
Garrett Jones Director of Parks & Recreation - Garrett Jones
Megan Qureshi Parks Accounting - Megan Qureshi
Pat Dalton Legal Dept. - Pat Dalton

DISTRIBUTION:

Parks: Accounting Thea Prince - Purchasing
 Parks: Pamela Clarke Jennifer Papich
 Budget Manager: _____
 Requester: Josh Oakes

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden
 President Jennifer Ogden
 Feb. 13, 2020

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
\$103,000, including tax and freight	1400-54150-35203
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor
 New vendor – If so, please include vendor packet

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"/> Spokane Business registration expiration date: <u>9-30-2020</u> | <input type="checkbox"/> Insurance Certificate (minimum \$1 million in General Liability) |
| UBI#: 328-037-121 | |

Spokane Park Board Briefing Paper



Committee	Finance		
Committee meeting date	Feb. 11, 2020		
Requester	Josh Oakes	Phone number: 509-363-5407	
Type of agenda item	<input checked="" type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<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)	Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)		
Begin/end dates	Begins: 04/01/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history: Chemicals are needed to maintain water balance at the City pools. The previous value blanket expired 12/31/2019 and bid responses were collected for the 2020 season. There were two bid responses, one from Oxarc, and the other from Pure Water Aquatics. Attached is the bid comparison pricing sheet for the various chemicals. Based on the bids, Oxarc came in as the low bidder. If approved, the City will purchase chemical supplies from Oxarc annually in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.			
Motion wording: Move to approve granting Oxarc the pool chemical value blanket in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting _____ Jennifer Papich - Recreation Parks – Pamela Clarke _____ Thea Prince - Purchasing Requester: Josh Oakes Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$103,000, including tax and freight Budget code: 1400-54150-35203			
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 checked="" type="checkbox"/> UBI: 328-037-121 Business license expiration date: 9-30-2020 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Reference Number	Description	UOM	Quantity	OXARC	Pure Water Aquatics
#1	CALHYPO 100 LB BUCKETS (NO 50 LB BUCKETS)	Buckets	5	\$1,176.25	\$933.35
#2	SODIUM THIOSULFATE 50 LB BAGS	Bags	20	\$559.26	\$1,045.00
#3	MURATIC ACID 4 GAL BOTTLES/BOX	BOX	20	\$600.00	\$539.00
#4	SODIUM BICARBONATE 50 LB BAGS	BAG	300	\$7,353.60	\$5,577.00
#5	SODIUM HYPCCHLORITE 12.5% - 40% 55 GAL	BARRELS	50	\$8,452.50	\$8,065.50
#6	MURATIC ACID 55 GAL	BARRELS	20	\$4,950.00	\$5,220.00
#7	CALCIUM CHLORIDE 50 LB BAGS	BAGS	96	\$2,363.04	\$2,592.00
#8	CYANURIC ACID 50 LB BAGS	BAGS	18	\$1,791.83	\$1,659.60
#9 BULK DELIVERY	SODIUM HYPCCHLORITE - 12/5%	GALLONS	17,000.00	\$40,970.00	\$93,330.00
#10 BULK DELIVERY	HYDROCHLORIC ACID - 15%	GALLONS	8,000.00	\$24,800.00	\$94,000.00
#11	Delivery Fee - if any	ea	1	\$0.00	
Total				\$93,016.48	\$212,961.45

RECEIVED

AGENDA SHEET FOR PARK BOARD MEETING OF: Dec. 13, 2018



Submitting Division
Parks & Recreation

Contact Person
Josh Oakes

Phone No.
509-363-5407

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: 3/1/2019 Expiration date: 12/31/2019 Open ended

CLERKS' FILE	OPR 2013-0232
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Oxarc supplies chemicals needed to maintain water balance at the City pools. This is the second one-year renewal of the initial three year Value Blanket that expired 12/31/2018. Value Blanket is worth \$102,927.79

BACKGROUND:

(Attach additional sheet if necessary)

Attached is the pricing sheet for the various chemicals the City would purchase from Oxarc.

RECOMMENDATION:

Approve the one-year renewal of the Oxarc Pool Chemical Value Blanket for 2019

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

Attached is the Purchase Requisition and quote

SIGNATURES:

Requester - Josh Oakes

Dept. Manager Jennifer Papich

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

DISTRIBUTION:

Parks: Accounting _____
Parks: Pamela Clarke _____
Budget Manager: _____
Requester: _____

PARK BOARD ACTION:

APPROVED BY THE SPOKANE PARK BOARD

President

Dec. 13, 2018

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.	5 buckets	CALHYPO 100 lb buckets <i>(No 50 lb buckets)</i>	\$225.75	\$1,128.75
2.	20 bags	SODIUM THIOSULFATE 50 lb bags	\$25.00	\$500.00
3.	20 boxes	MURATIC ACID 4 gal bottles/box	\$30.00	\$600.00
4.	20 bags	SODA ASH 50 lb bags	\$21.15	\$423.00
5.	300 bags	SODIUM BICARBONATE 50 lb bags	\$24.00	\$7,200.00
6.	50 barrels	SODIUM HYPOCHLORITE 12.5% - 40% 55 gal	\$169.05	\$8,452.50
7.	20 barrels	MURATIC ACID 55 gal	\$247.50	\$4,950.00
8.	96 bags	CALCIUM CHLORIDE 50 lb bags	\$18.50	\$1,776.00
9.	18 bags	CYANURIC ACID 50 lb bags	\$90.75	\$1,633.50
		<u>BULK DELIVERY</u>		
10.	17,900 gallons	SODIUM HYPOCHLORITE - 12.5%	\$2.41	\$43,139
11.	8000 gallons	HYDROCHLORIC ACID - 15%	\$3.10	\$24,800.00
SUB TOTAL:				\$94,602.75
WA SALES TAX (8.8 %)				\$8,325.04
GRAND TOTAL:				\$102,927.79
Delivery Fee - \$25.00 per stop				
list if delivery fee is per stop or how delivery fee is charged/calculated				



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: OXARC, LLC

Business name: OXARC, LLC

Entity type: [Limited Liability Company](#)

UBI #: 328-037-121

Business ID: 001

Location ID: 0015

Location: Active

Location address: 4003 E BROADWAY AVE
SPOKANE WA 99202-4528

Mailing address: PO BOX 3031
SPOKANE WA 99220-3031



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
				Active	Sep-30-2025	Aug-07-2015

Governing People May include governing people not registered with Secretary of State

Governing people	Title
FITZGERALD, JENNA	

Registered Trade Names

Registered trade names	Status	First issued
OXARC	Active	Sep-25-1989

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
10/1/2024 3:09:33 PM



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Spokane Park Board

Briefing Paper



Committee	Finance	Committee meeting date: October 8, 2024	
Requester	Rich Lentz	Phone number: 509-625-6544	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy <small>(Click HERE for link to the adopted plan)</small>	Goals A-L	Master Plan Priority Tier: <small>(pg. 171-175)</small>	First Tier
Item title: (Use exact language noted on the agenda)	Parks and Golf 2025 and 2026 proposed budgets (attached).		
Begin/end dates	Begins: 01/01/2025	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>The attached budget proposals, with minor changes made, were presented to the Finance Committee in September as a discussion item. This request is to approve both the Parks and Golf proposed budgets as presented for incorporation into the city budget.</p>			
Motion wording:			
Approve the Parks and Golf 2025 and 2026 proposed budgets (attached).			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Rich Lentz			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
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)



*2025-2026
Budget Proposal*



Budget Narrative and Assumptions

- The 2026 budget has numerous assumptions as many of those figures rely on 2024 actuals which are still unknown (like interfund charges and General Fund transfer to Parks).
- The Park Board will have an opportunity to revise the 2026 budget in the middle of the biennial budget cycle.
- Parks recognizes that cuts in spending to the City’s General Fund in 2025 and beyond will have a proportionate impact to the General Fund transfer to Parks in 2027 and beyond.
- In response to this, the 3-5 year high-level strategy for Parks and Recreation is to maximize revenues and reduce expenses according to guidance from the Master Plan and the Park Board. Parks will begin maximizing revenues and decreasing expenses in 2025 and 2026 in anticipation of the large deficit forecasted in 2027 and beyond.
- The table below shows several cuts already put in place for 2025 and a brief description of the primary impacts.

2025 Primary Expense Cuts		Primary Impact
Temp/Seasonal Wages	\$ (207,552)	Shortened swim season, reduced staff in underperforming programs.
Operating Supplies	\$ (53,167)	
Minor Equipment	\$ (32,280)	
Contractual Services	\$ (48,361)	
Landscape/Grounds Maint	\$ (103,675)	Eliminate or reduce underperforming programs, eliminate special project spending.
General Repairs/Maint	\$ (16,925)	Reduced maintenance in selective areas, some lift from USDA/USFS Grant.
Registration/Schooling	\$ (10,200)	Selective efforts in repairs and deferred maintenance.
Advertising	\$ (17,355)	Restrict to only required training/continuing education, etc.
Interfund - Risk Management	\$ (251,173)	Reduced advertising buys, exact target areas TBD based on revenue priorities.
Operating Transfers (capital)	\$ (591,427)	Reduced claims led to this reduction.
Eliminated 2 Vacant Positions	\$ (164,256)	Limit new capital projects to those funded primarily by grants/outside sources.
Total	\$ (1,496,371)	Gardener II and Arborist positions eliminated. More to come as we work through cuts.

- Both staff and Park Board recognize any reductions in capital are not in alignment to what is defined as a priority and that the long-term solution must be an added funding source, such as a levy measure.
- Depending on the severity of the cuts made to General Fund expenditures, or if additional elective cuts are made to the General Fund transfer to Parks, additional expense cuts will likely be required prior to 2027 to balance the Parks operating budget. The list of areas to consider reducing or eliminating as determined by the Park Board are shown below with a brief update on each:
 - Free programming (e.g., open swim, pool and splash pad operational models, co-sponsored holiday activations)
 - **Update:** There is a small task force working through potential options and various models. Any final recommendations would be up for review in 2025.

- Programs that serve fewer people
 - **Update:** Already in process with Recreation cuts and/or reductions in kayak rentals, shuttle services, outdoor camps, mobile recreation, adult flag football and cornhole. Riverfront discontinuing the Spider Jump and continuing to evaluate all current offerings.
- Community center contributions
 - **Update:** There is a small task force meeting to talk through the impacts of cuts to our Community Centers. Any final recommendations would be up for review in 2025. If there are no financial cuts, the minimum recommendation could be increased accountability and tracking of the use of City/Parks funds.
- Temp-seasonal workforce (related to service area reductions)
 - **Update:** 2025 already has a \$200,000 decrease which will have an impact on our service levels. Further decreases will be proportionate to cuts in their related service areas.
- Organizational structure and staffing model
 - **Update:** Each department is reviewing their current staffing models to maximize synergies and efficiencies. Reductions or realignments will be in proportion to cuts or reductions in programs. Two vacant positions have been eliminated and there are currently five vacant positions being left open indefinitely until more pieces of the long-term budget are finalized.
- Urban Forestry permitting (possible restructure with other City departments)
 - **Update:** A small task force has been established to work through potential solutions.
- Depending on the final City budget numbers, the Parks budget may require an amendment in early 2025, or at least budget discussions to advise on capital expenditures in the next 2 years versus saving funds for the large 2027 and beyond budget deficit. It should be noted the budget line for capital will likely be well below the minimum capital improvements target of \$2MM.

Natural Resources



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Revenue			
Program Revenue	\$ 91,000	\$ 82,000	\$ 82,000
Operating Transfers	\$ 66,000	\$ 66,000	\$ 66,000
Total Revenue	\$ 157,000	\$ 148,000	\$ 148,000
Expenditures			
Salaries and Wages	\$ 647,136	\$ 729,322	\$ 766,652
Temp/Seasonal	\$ 85,839	\$ 88,582	\$ 88,582
Personnel Benefits	\$ 246,719	\$ 292,943	\$ 304,401
Supplies	\$ 35,600	\$ 35,600	\$ 35,600
Services and Charges	\$ 222,200	\$ 139,800	\$ 139,800
Interfund Payments	\$ 23,000	\$ 34,090	\$ 34,099
Subtotal Op. Expense	\$ 1,260,494	\$ 1,320,337	\$ 1,369,134
Transfers Out	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,260,494	\$ 1,320,337	\$ 1,369,134
Net Gain/(Loss)	\$ (1,103,494)	\$ (1,172,337)	\$ (1,221,134)



Riverfront Park



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Revenue			
Program Revenue	\$ 4,178,000	\$ 4,669,000	\$ 4,669,000
Total Revenue	\$ 4,178,000	\$ 4,669,000	\$ 4,669,000
Expenditures			
Salaries and Wages	\$ 1,663,184	\$ 1,782,678	\$ 1,896,100
Temp/Seasonal	\$ 946,445	\$ 862,562	\$ 862,562
Personnel Benefits	\$ 722,105	\$ 725,483	\$ 756,825
Supplies	\$ 610,500	\$ 552,000	\$ 552,000
Services and Charges	\$ 1,301,275	\$ 1,586,725	\$ 1,586,725
Interfund Payments		\$ 6,120	\$ 6,120
Subtotal Op. Expense	\$ 5,243,509	\$ 5,515,568	\$ 5,660,332
Transfers Out	\$ 285,067	\$ 280,073	\$ 163,437
Total Expenditures	\$ 5,528,576	\$ 5,795,641	\$ 5,823,769
Net Gain/(Loss)	\$ (1,350,576)	\$ (1,126,641)	\$ (1,154,769)

Recreation



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Revenue			
Program Revenue	\$ 1,691,257	\$ 1,874,431	\$ 1,923,760
Total Revenue	\$ 1,691,257	\$ 1,874,431	\$ 1,923,760
Expenditures			
Salaries and Wages	\$ 809,062	\$ 831,171	\$ 865,467
Temp/Seasonal	\$ 1,287,427	\$ 1,209,095	\$ 1,272,452
Personnel Benefits	\$ 390,572	\$ 386,754	\$ 402,359
Supplies	\$ 309,720	\$ 322,620	\$ 323,120
Services and Charges	\$ 1,328,016	\$ 1,503,353	\$ 1,494,553
Interfund Payments	\$ 16,950	\$ 16,950	\$ 16,950
Subtotal Op. Expense	\$ 4,141,747	\$ 4,269,943	\$ 4,374,901
Transfers Out	127,568	127,568	127,568
Total Expenditures	\$ 4,269,315	\$ 4,397,511	\$ 4,502,469
Net Gain/(Loss)	\$ (2,578,058)	\$ (2,523,080)	\$ (2,578,709)

Park Operations



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Revenue			
Program Revenue	\$ 200,430	\$ 220,430	\$ 220,430
Total Revenue	\$ 200,430	\$ 220,430	\$ 220,430
Expenditures			
Salaries and Wages	\$ 2,271,451	\$ 2,521,488	\$ 2,682,561
Temp/Seasonal	\$ 940,261	\$ 810,210	\$ 810,210
Personnel Benefits	\$ 940,261	\$ 974,410	\$ 1,018,294
Supplies	\$ 190,800	\$ 165,830	\$ 165,830
Services and Charges	\$ 1,174,884	\$ 1,257,734	\$ 1,257,734
Interfund Payments	\$ -	\$ -	\$ -
Subtotal Op. Expense	\$ 5,517,657	\$ 5,729,672	\$ 5,934,629
Transfers Out	\$ -	\$ -	\$ -
Total Expenditures	\$ 5,517,657	\$ 5,729,672	\$ 5,934,629
Net Gain/(Loss)	\$ (5,317,227)	\$ (5,509,242)	\$ (5,714,199)



Administration



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Revenue			
Program Revenue	\$ 617,616	\$ 775,367	\$ 790,370
Operating Transfers	\$ 18,770,703	\$19,090,885	\$ 19,630,686
Total Revenue	\$ 19,388,319	\$19,866,252	\$ 20,421,056
Expenditures			
Salaries and Wages	\$ 2,674,644	\$ 2,873,190	\$ 2,969,393
Temp/Seasonal	\$ 70,610	\$ 94,558	\$ 94,558
Personnel Benefits	\$ 839,875	\$ 939,329	\$ 968,716
Supplies	\$ 418,400	\$ 217,500	\$ 217,500
Services and Charges	\$ 994,693	\$ 1,178,870	\$ 1,059,120
Interfund Services	\$ 2,489,230	\$ 2,724,981	\$ 2,803,126
Subtotal Op. Expense	\$ 7,487,452	\$ 8,028,428	\$ 8,112,413
Transfers Out/Capital Outlay	\$ 1,605,912	\$ 1,473,805	\$ 1,598,718
Total Expenditures	\$ 9,093,364	\$ 9,502,233	\$ 9,711,131
Net Gain/(Loss)	\$ 10,294,955	\$10,364,019	\$ 10,709,925



Parks Fund



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Operating Revenue			
Program Revenue	\$ 6,788,303	\$ 7,644,228	\$ 7,703,560
Operating Transfers	\$ 18,836,703	\$ 19,090,885	\$ 19,630,686
Total Operating Revenue	\$ 25,625,006	\$ 26,735,113	\$ 27,334,246
Operating Expenses			
Salaries and Wages	\$ 8,198,691	\$ 8,737,851	\$ 9,180,173
Temp/Seasonal	\$ 3,232,559	\$ 3,065,007	\$ 3,128,364
Personnel Benefits	\$ 3,139,532	\$ 3,318,916	\$ 3,450,598
Supplies	\$ 1,565,020	\$ 1,293,550	\$ 1,294,050
Services and Charges	\$ 5,031,168	\$ 5,656,482	\$ 5,531,332
Interfund Payments	\$ 2,529,180	\$ 2,781,861	\$ 2,860,006
Total Operating Expenses	\$ 23,696,150	\$ 24,853,667	\$ 25,444,523
Net Operating Income (Loss)	\$ 1,928,856	\$ 1,881,446	\$ 1,889,723
Other Financial Activity			
Capital Outlay	\$ 1,337,427	\$ 1,170,011	\$ 1,321,396
Transfers Out	\$ 466,429	\$ 461,435	\$ 318,327
Budget Reserve	\$ 125,000	\$ 250,000	\$ 250,000
Total Other Activity	\$ 1,928,856	\$ 1,881,446	\$ 1,889,723
Total Expenditures	\$ 25,625,006	\$ 26,735,113	\$ 27,334,246
Net Gain/(Loss)	\$ -	\$ -	\$ -

Golf Fund



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
Revenue			
Program Revenue	\$ 5,374,077	\$ 5,930,281	\$ 5,842,101
Pre-Sale Revenue			
Facility Improvement Fee	\$ -	\$ -	\$ -
Other Transfers-In	\$ -	\$ -	\$ -
Total Revenue	\$ 5,374,077	\$ 5,930,281	\$ 5,842,101
Expenditures			
Salaries and Wages	\$ 1,127,824	\$ 1,263,109	\$ 1,331,417
Temp/Seasonal	\$ 651,762	\$ 722,232	\$ 742,629
Personnel Benefits	\$ 467,123	\$ 503,997	\$ 524,922
Supplies	\$ 531,900	\$ 561,900	\$ 594,493
Services and Charges	\$ 1,435,756	\$ 1,471,356	\$ 1,543,024
Interfund Payments	\$ 237,008	\$ 356,409	\$ 367,328
Subtotal Op. Expense	\$ 4,451,373	\$ 4,879,003	\$ 5,103,813
Capital Outlay	\$ 714,650	\$ 1,000,000	\$ 750,000
Transfers Out			
Total Expenditures	\$ 5,166,023	\$ 5,879,003	\$ 5,853,813
Net Gain/(Loss)	\$ 208,054	\$ 51,278	\$ (11,712)



Quarterly Marketing & Communications Highlights
Q3 2024

Social Media Stats

Platform	Parks & Recreation Growth	Riverfront Growth
Facebook	+1% (Top Post: Little Spokane River Shuttle)	+ 1.9% (Top Post: Movies at the Pavilion)
Twitter	+1% (Top Post: Fall Activity Guide)	+ 2.5% (Top Post: Photo of moon over the Pavilion by Alicia Hauff)
Instagram	+2% (Top Post: Pig Out In The Park)	+ 2.3% (Top Post: Movies at the Pavilion)

Earned Media Highlights

- Recreation: Golf for all abilities, TRS Sensory Sensitivity Swim, Outdoor Aventure Camp for youth/teens, Indian Canyon bunker renovation
- Riverfront: Expo 50, 4th of July, summer concerts, Riverfront Moves, Movies in the Pavilion
- Operations: Vandalism, water efficiencies, survey about the willow at Finch Arboretum
- Planning: Make Beacon Hill Public Phase II outreach, High Bridge Dog Park renovation, Underhill Sport Court renovation

Print & Digital Content

- Google key word search buy for Recreation, Riverfront, and Golf
- TV/streaming buy
 - Riverfront KHQ commercials highlighting weekly activities and attraction specials
 - Golf commercials on a variety of broadcast and streaming channels
 - Recreation media buy highlighting summer camps/classes hype video reached 164,000 parents an average of 4x (YouTubeTV, Facebook, & Instagram)
- Social media ads
 - Recreation: Seasonal Activity Guides, aquatics, athletics, fitness & wellness programs, outdoor programs, Little Spokane River Shuttle, Chief Garry Tours
 - Riverfront: Skyhigh Savings (locals discount promotion for Numerica SkyRide), National Carrousel Day, ICCU Summer Carnival, Movies at the Pavilion, 4th of July Celebration & EXPO Closing Ceremonies.
 - Social media strategy and page management for Expo 50th
- E-newsletters
 - Recreation e-newsletter to 33,000+ subscribers
 - Riverfront concert announcements and seasonal e-newsletter to 18,250 subscribers
 - Highlights included in City E-newsletter to 90,000+ subscribers
 - Spokane Public School e-distribution to 30,000 families
- Online Spring & Summer Activity Guide had 10,000 + e-reads, Fall Guide has 3,000+ e-reads
- Riverfront Digital Marquee promoted Unlimited Ice Pass Early Bird Special, WSECU Fall Fest, Visit Spokane Welcome graphics, SkyRide Open daily, Riverfront Moves, Riverfront Eats, Movies at the Pavilion, ICCU Summer Carnival, 4th of July Celbration

Direct Mail & Distributions

- July utility bill inserts, covering summer recreation and Riverfront park offerings, plus event rentals, to about 85,000 households