



Spokane Park Board

3:30 p.m. Thursday, November 14, 2024
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board Members

- X Bob Anderson – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner (*remote*)
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- X Barb Richey
Hannah Kitz (*absent/excused*)
Kevin Brownlee (*absent/excused*)
- X Doug Kelley (*remote*)
- X Jonathan Bingle – City Council liaison
(*arrived 3:37*)

Parks Staff

- Jason Conley
- Rich Lentz
- Katie Kosanke
- Amber Ramirez
- Nick Hamad
- Jonathan Moog
- Al Vorderbruggen
- Berry Ellison
- Angel Spell
- Sarah Deatrich

Guests

- Donna Holten

City staff

- Megan Kapaun

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) [October 10, 2024, regular Park Board meeting minutes](#)
 - 2) [October 18, 2024, special Park Board meeting minutes](#)
 - 3) [Claims – October 2024](#)
 - 4) [Tree Equity Spokane - Tree Planting – On Call – As Needed Contract Request – C & C Yard Care – Amber Ramirez](#)
 - 5) [Tree Equity Spokane - Tree Removal – On Call – As Needed Contract Request – A1 Tree Service, LLC – Amber Ramirez](#)
 - 6) [Tree Equity Spokane - Tree Removal – On Call – As Needed Contract Request – All Season's Tree Service, LLC – Amber Ramirez](#)
 - 7) [Tree Equity Spokane - Tree Removal - On Call - As Needed Contract Request – Bluebird Tree Care, Inc. – Amber Ramirez](#)
 - 8) [Cannon Hill Park Pond & Irrigation Renovation Design Services for \\$150,000.00 plus applicable taxes from Federal ARPA Funds – Berry Ellison](#)

- 9) [Alternative Use on Park Land Policy \(previously titled “Non-Recreational Use on Park Land” policy\)](#) – Nick Hamad
- 10) [Resolution supporting Friends of Palisades land acquisition adjacent Palisades Park](#) – Nick Hamad
- 11) [2025 Recreation Centers Contract for the combined amount of \\$638,578 \(no tax\)](#) – Jennifer Papich

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #11, as presented. Greta Gilman seconded.
Motion passed with unanimous consent (8-0)

5. **Special guests**

- A. [Spokane Youth and Senior Centers’ Association quarterly update](#) – Donna Holten, Sinto Senior Center
- The Youth and Senior Centers tallied 42,402 participation hours in Q3. 4,774 volunteers contributed 15,119 hours which equates to \$246,137.32 in minimum wage.
 - Corbin Senior Center
 - Several new programs including computer basics and bible study
 - Continue to work with community partners, provide tours, and serve meals
 - Received three grants from community foundations
 - Installed a new roof and gutters
 - Hillyard Senior Center
 - Continue to offer creative and craft classes
 - Continue to offer health and wellness initiatives such as aqua exercise and gardening
 - Took field trips to Pendleton, OR and Gardner Caves
 - Hosted community events including a bingo night fundraiser, croquet fun day, and ballroom dancing
 - Martin Luther King Center
 - Partnered with CHAS to have a mobile clinic on the first and third Wednesdays of every month
 - Northeast Youth Center
 - Began Q3 continuing the 10 weeks of summer camp
 - Received funding for a new commercial stove with a griddle from Parks and Recreation
 - Currently planning the annual fundraiser for March 29th
 - Mid-City Concerns
 - Celebrated monthly birthday parties
 - Had Senior Cinema Movie Day at the Garland Theater
 - Took a field trip to Cat Tails
 - Sinto Senior Center
 - Had an overnight trip to Leavenworth
 - Approximately 80 members attended a barbeque hosted by The Senior Action Network
 - Hosted their annual chili cook-off with a silent auction and 50/50 raffle
 - Project Joy
 - Installed a chair lift
 - Added new performers to their list of entertainers
 - Continue to hear from care and retirement centers about how much their clients enjoy the entertainment
 - West Central Community Center
 - Between July and September, kids were able to take self-defense lessons, get active

on the roller rink, and spend some time on the lake

- Southside Community Center
 - Took a mealtime road trip
 - Held a new member luncheon for four new members
 - Collaborated with other Centers to hold their first annual Wii bowling tournament
- Southwest Community Center
 - Spent lots of time swimming, floating, and playing in the sand at the lake
- CM Bingle added that Sinto Senior Center won a grant for solar panels. The roof, however, needs repairs. He and WA Representative Riccelli visited the center and Representative Riccelli is going to take a capital ask to the State for this repair. CM Bingle inquired whether the Park Board would be interested in sending a letter of support for the Center. The Board happily agreed.

6. **Financial report and budget update** – Rich Lentz presented the October financial report and budget update.
- A. Park Fund: The October year-to-date operating expenditures for the Park Fund are approximately \$674,000 less than the two-year budget average. Year-to-date revenues are about \$47,000 below the two-year budget average. Revenues are exceeding expenditures nearly \$725,000 year-to-date.
 - B. Golf Fund: The October year-to-date operating expenditures for the Golf Fund are about \$863,000 less than the two-year budget average. Year-to-date revenues are below the two-year budget average approximately \$992,000. Revenues are exceeding expenditures about \$2.15 million year-to-date.
7. **Special discussion/action items:**
- A. Special discussion items: None
 - B. Special action items:
 - 1) **A resolution regarding citywide park improvement and safety levy** – Garrett Jones

This resolution asks the City Council to defer the levy ballot measure from February to a later date in 2025 to align with a potential partnership with Spokane Public Schools (SPS).

Because their missions align in several ways and past coordination has proven successful, Parks and SPS are exploring a partnership. Parks and SPS could enhance community value together through joint planning of investments and programs. They could better address vital areas such as aging infrastructure, high demand for sports and recreational spaces, safety, access to early learning, and alternatives to screen time.

If approved, the resolution will go to City Council committee on November 18 and to City Council vote on December 2. If approved at Council, public outreach and education will begin Q1 of 2025. Park Board, Council, and the School Board would then begin exploring possible ballot dates, likely August or November of 2025. Funding would be available in early 2026 either way.

Gerry Sperling agreed that Parks and Schools could achieve greater outreach and opportunities for the community together than separately.

Jonathan Bingle expressed frustration that the ballot measure has already been pushed back several times and is worried about a partnership with SPS because he feels people are already annoyed that so much of their property tax goes to Schools. He feels schools would benefit more from a partnership than parks would. He is also concerned with other tax measures going to ballot and Parks being pushed back again. Jonathan is not agreeable to

another deferral of the levy.

Jennifer Ogden mentioned that the Park's levy and the SPS bond would be separate from each other on the ballot. She also feels that Parks will not be able to perform adequate community outreach remaining on the February ballot.

Bob Anderson pointed out that although Parks already has a joint use agreement with SPS, more facilities and sport fields would be available to us with this partnership. He also mentioned that the cost of outreach would be shared.

Nick Sumner feels a partnership offers more capabilities and opportunities than Parks could achieve on its own.

Sally Lodato feels November is too long to defer and Garrett reiterated that Parks and SPS will be collaborating to weigh pros and cons of August vs. November ballot dates.

Motion No. 2: Garrett Jones moved to approve a resolution to indefinitely defer the citywide parks improvement and safety levy to allow for a partnership with SPS for citywide neighborhood investments.

Jennifer Ogden seconded.

Motion passed (8-1)

8. **Committee reports:**

Urban Forestry Tree Committee: November 5, 2024 – Kevin Brownlee

A. Action items: Four of four action items were presented on the consent agenda.

B. [Inflation Reduction Act update](#) – Amber Ramirez presented.

- 1) City of Spokane Urban Forestry received a \$6 million IRA Urban and Community Forestry grant for tree maintenance, planting, education, and outreach that must take place in disadvantaged communities within the boundaries of the City of Spokane as defined by the Climate and Economic Justice screening tool. The work order for the neighborhoods was established using census data and Tree Plotter software.
- 2) A sub-award agreement has been completed for the Lands Council to provide outreach and education about tree planting and care. They will be finding suitable planting locations for approximately 250 trees to be planted each spring and fall, securing commitment to care, providing education about tree care (especially watering). In addition, they will coordinate two smaller scale volunteer planting projects a year. The first volunteer planting took place on October 18th with 15 trees planted in the Nevada Heights neighborhood.
- 3) Tree planting for Fall 2024 has begun. The Lands Council is coordinating the free tree signups and commitment to care. Five species of trees have been confirmed for the fall plantings. Two tree planting contracts have been secured and the contractors have begun planting. One additional planting contract was delayed and was presented to the Park Board on the consent agenda today. The trees were purchased for by the Spokane Conservation District through their Urban & Forestry Community Grant and the trees will be stored and cared for at the Quarry nursery. A future project is planned with the Downtown Spokane Partnership to offer replacement trees in the Riverside neighborhood. 141 trees are expected to be planted this season with plans to boost the planting for Spring/Fall 2025 to make up for the late start this year and reach a goal of 250 trees planted per season.
- 4) 380 trees and 41 stumps have been identified for removal with the possibility of more being discovered as work progresses. Tree removals will be packaged by neighborhood

with removals taking place in several neighborhoods at a time depending on volume. Three contractors were chosen from competitive bid and were presented on the consent agenda today. Contractors will take wood chips and logs to the Spokane Conservation District for their Urban Wood Network.

- 5) Pruning through the grant will address major issues such as reducing risk, street and sidewalk clearance, large deadwood and formative pruning of young trees. Bids from contractors were submitted on September 16th and two to three contractors are expected to be chosen. Urban Forestry will present the contract requests for pruning for approval at committee and Park Board meetings in January 2025.
 - 6) Go to SpokaneParks.org/TreeEquity for information on timelines for neighborhood work, neighborhood maps, link to the CEJST tool, and more.
- C. The next scheduled meeting is 4:15 p.m. December 3, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: November 6, 2024 – Greta Gilman

- A. Action items: Three of three action items were presented on the consent agenda.
- B. The next scheduled meeting is 3:30 p.m. December 4, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Recreation Committee: November 6, 2024 – Sally Lodato

- A. Action items:
 - 1) One of two action items was presented on the consent agenda.
 - 2) One of two action items was deferred.

An inter-local agreement between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments regarding joint offering of certain recreational program classes was deferred and will be presented to the committee in December with minor revisions.

The committee is holding monthly dialogue about ways to continue looking at decreasing expenses while also increasing opportunity and revenue through some of the swim programs.

- B. The next scheduled meeting is 2:15 p.m. December 4, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Riverfront Park Committee: The November 11, 2024, meeting was canceled. – Gerry Sperling

A. Action items: None

B. [Riverfront Park operations report](#) – Jonathan Moog

- 1) Highlights included:
 - a. The Pavilion was lit green from November 4 – 11 in recognition of Veteran's Day.
 - b. a new Zamboni
 - c. a money-saving 3D printer for Carousel rings
 - d. Spokandy Crawl scavenger hunt, with over 1,200 goodie bags distributed
 - e. Halloween costume party and potluck
- 2) To come:
 - a. Numerica Skate Ribbon opens Saturday, November 16.
 - b. Riverfront Market and tree lighting celebration Saturday, November 30
 - c. DJ night, ice skate lessons, and more
- 3) Jon recognized Riverfront's Marketing Coordinator, Regan Farmer. Regan is responsible for all the amazing graphics that represent Riverfront and make it feel welcoming. She is a strategic thinker with a passion for marketing. Regan worked with

the Kalispel Tribe of Indians for some time before joining Riverfront in 2018. She is a volunteer with the Spokane Riverkeepers and loves hiking, paddling, and snowshoeing. Interesting fact: Regan once adopted an orca named Echo!

C. The next scheduled meeting is 4:00 p.m. December 9, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

Golf Committee: November 12, 2024 – Nick Sumner

A. Action items: None

Nick Sumner reported that all courses are now closed for the season. The bunker renovation at Indian Canyon is going well. The pumphouse project at Qualchan continues, and there is curbing and paving taking place at Downriver.

It was a good year with excellent turnout, great revenue, and outstanding course conditions.

B. The next scheduled meeting is 8:00 a.m. December 10, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: November 12, 2024 – Bob Anderson

A. Action items: None

Parks fund year-to-date total operating revenue is \$1.3 million greater than this time last year, with total operating expenses \$960,000 greater than last year.

A three pay period month will see increased expenditures in November, but will offset in December.

Rich Lentz and team discovered an accounting error which caused about \$114,000 in seasonal temporary employee wages to be billed to Parks for the Green Area Maintenance project. These charges have now been correctly billed to the Water Department and the accounting team will continue to monitor closely through the end of the year.

B. The next scheduled meeting is 3:00 p.m. December 10, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: November 13, 2024 – Jennifer Ogden

A. Action items: None

1) Friends of Coeur d'Alene Park

- a. The Friends were recently awarded a state grant for improvements of the restroom and playground. Planning will begin at the end of 2025 with work beginning in fall of 2026.
- b. Barbeques were removed from the park because the homeless were using them for fires.
- c. Irrigation installation is finished on the north side of the park.
- d. Damaged gazebo railings are being replaced.
- e. Spokane Farmer's Market will have the final market this year on Saturday, November 23.

2) Friends of Palisades

- a. Volunteers are assisting with a new trail ("Rimrock to Riverside") under construction on the north side of the park on land added through the NW Land Conservancy.
- b. The Friends have been working with SFD and the DNR performing wildfire fuel

reduction. Jennifer mentioned that wildlife cameras may help with illegal dumping.

- c. The Friends have been working with other groups to plan and implement a revision to the trail system in the Indian Canyon natural area. In collaboration with the Evergreen Mountain Alliance, Back Country Horsemen, and the Inland NW Land Conservancy, planning and design work will take place this week. Eagle Scouts may assist with signage.

3) Friends of Riverfront Park

- a. Cole Taylor, grandson of King Cole was thankful for the way that RFP was showcased and hosted the Expo 50 celebrations.

4) Friends of Manito Park

- a. The Friends are engaged in a strategic plan which focuses on three key pillars for the next three years.
- b. Holiday lights are around the corner and the Friends are looking for volunteers between December 20th and 22nd.

The quarterly volunteer report was given by Angel Spell. Over 5,000 volunteers tallied over 19,000 hours for a total value of over \$600,000.

Garrett Jones gave a levy update, talking about collaboration with Spokane Schools and the hopes for a November 2025 or later ballot.

- B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. January 8, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

9. **Reports**

A. President: Bob Anderson

Board changes for 2025: Nick Sumner will have completed his second term on the Board at the end of January, and Hannah Kitz will have completed her first. Hannah has agreed to seek reappointment. Bob sent an email to Adam McDaniel, advisor to the mayor's office, informing him of the pending vacancy, and Hannah's decision to seek reappointment. Adam will work with the Web team to post the Board vacancy notification. A nomination committee will be formed to interview candidates.

Golf fund (an Enterprise Fund), has experienced operating cost increases similar to Parks fund. Golf, without transfers from the General Fund, must earn revenue from customers. The have added fees to repay a loan for critical facility improvements. Increased user fees have also been implemented to improve daily maintenance quality of play. Despite these increases, Golf had the most rounds played in a season this year. As Parks looks ahead to a 2025 levy, asking the community to pay more for parks, Parks needs learn from Golf. If the community agrees to pay more for parks, Parks needs to be sure to provide the promised additions and additional enjoyment to the community.

B. Liaisons

- 1) Conservation Futures – Nick Sumner – No update
- 2) Parks Foundation – Barb Richey – No update
- 3) City Council – Jonathan Bingle
 - a. The Council is continuing homelessness round tables which will conclude in the next few weeks.
 - b. The mayor proposed the budget early in November Council is deliberating.
 - c. A \$250,000 ARPA grant was adopted for youth sports, with five organizations receiving \$50,000 each.

- d. Downtown lights were added.
- e. Some ARPA funding was appropriated toward alley activation.
- f. An upcoming illegal dumping ordinance will increase penalties based on tonnage.
- g. \$500,000 ARPA funding has been secured for downtown cleanup, specifically in the southern portions of downtown.

C. Director: Garrett Jones

The City of Spokane was awarded the Governor's 2024 Smart Communities Award for the Cochran Basin project. Garrett recognized Parks' Recreation team and Planning team, as well as Utilities and Public Works for their part in this success. The Cochran Basin project is the first project to have been given a perfect score.

The Golf Superintendents were recognized at the Mayor's quarterly department head meeting, not only for their hard work and record setting season, but also for the environmental efficiencies and quality of the courses.

Garrett extended thanks to the Park Board from the Friends of Palisades for passing the resolution in support of future land acquisition to extend Palisades Park.

Future Director's reports will invite staff members to speak about their area of work.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: [Jeff Lambert re: Alternative Use on Park Land policy](#)

12. **Adjournment:** The meeting was adjourned at 4:59 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. December 3, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: 3:30 p.m. December 4, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Recreation Committee: 2:15 p.m. December 4, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. December 9, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx

Golf Committee: 8:00 a.m. December 10, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: 3:00 p.m. December 10, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: 12:00 p.m. January 8, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

- B. Park Board: 3:30 p.m. December 12, 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, Director of Parks & Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION
OCTOBER 2024 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - NOVEMBER 14, 2024**

PARKS & RECREATION:

SALARIES & WAGES	\$	942,842.88
MAINTENANCE & OPERATIONS	\$	379,482.38
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	201,779.65

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY		
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GOLF:

SALARIES & WAGES	\$	197,657.36
MAINTENANCE & OPERATIONS	\$	439,860.62
CAPITAL OUTLAY	\$	118,267.27
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u>2,279,890.16</u>

Spokane Park Board

Briefing Paper



Committee	UFTC			Committee meeting date: 11/5//2024	
Requester	Amber Ramirez		Phone number: 509-363-5499		
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input checked="" type="radio"/> Action	
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order	<input type="radio"/> Other
City Clerks file (OPR or policy #)					
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A, Obj. 2	Master Plan Priority Tier: First (pg. 171-175)			
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Planting - On Call - As Needed Contract Request - C & C Yard Care				
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/>	06/01/2525	
Background/history:	<p>On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.</p>				
Motion wording:	Motion to approve Tree Planting - On Call- As Needed contract request for C & C Yard Care				
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No				
If so, who/what department, agency or company: C & C Yard Care					
Name: Chris Corigliano		Email address: chrisc@candcyardcare.com		Phone: 509-999-4415	
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue					
Amount:			Budget code:		
200,000			Expense: 1390-95855-76903-54201		
200,000			Revenue: 1390-95855-76903-33310		
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 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: 601-907-479 Business license expiration date: 10/31/25	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



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 **C & C YARD CARE**, whose address is 5210 North Florida Street, Spokane, Washington, 99217 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; and

WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARE OF DOMESTIC GRANT 24-DG-11062765-157; and

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 November 14, 2024, and ends on November 13, 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. The total contract period shall not exceed four (4) years.
- 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.

C & C YARD CARE

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 – PWITB 6221-24 Bid Response Summary dated September 16, 2024

24-224c

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 certifies, 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 C & amp; C Yard Care, Inc.
Submitted By chrisc@candycardcare.com chrisc@candycardcare.com - Monday, September 16, 2024 8:32:46 AM [(UTC-08:00) Pacific Time (US & Canada)]
 chrisc@candycardcare.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

<p>REJECTION OF BIDS</p>	<p>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.</p>	<p>I acknowledge</p>
<p>CONTRACTOR REGISTRATION</p>	<p>The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.</p>	<p>I acknowledge</p>
<p>EMPLOYEES PER JOB</p>	<p>Please indicate how many employees the contractor feels is standard to perform each job.</p>	<p>three - five</p>
<p>LIQUIDATED DAMAGES</p>	<p>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.</p>	<p>I acknowledge</p>
<p>CONTRACTOR CONTACT INFORMATION</p>	<p>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.</p>	<p>Chris T Corigliano 509-999-4415 ChrisC@CandCYardCare.com</p>
<p>ADDITIONAL INFORMATION</p>	<p>If you have additional information/documents to submit, upload them here.</p>	
<p>CONTRACT TERMINATION</p>	<p>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.</p>	<p>I understand and I agree</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 style="text-align: center;">PROPRIETARY INFORMATION</p>	<p>I understand and I agree</p>
<p style="text-align: center;">INTERLOCAL LANGUAGE</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 style="text-align: center;">PUBLIC WORKS REQUIREMENTS</p> <p>A. The work under this contract is classified as routine maintenance under state law.</p> <p>1. A payment/performance bond is NOT required</p> <p>2. Statutory retainage is NOT required</p> <p>B. Prevailing Wage</p>	<p>I understand and I agree</p> <p>I acknowledge</p> <p>I acknowledge</p> <p>I acknowledge</p> <p>Yes</p>

<p>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).</p>	<p>I acknowledge</p>
<p>1.</p>	<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. 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. Intentions 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>
<p>2.</p>	<p>I acknowledge</p>
<p>C.</p>	<p>Statement of Intent Yes</p>

	<p>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).</p>	I acknowledge
D.	Filing Fees	Yes
1.	<p>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.</p>	I acknowledge
E.	<p>Department of Labor and Industries' Public Works and Prevailing Wage Training</p>	Yes
1.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS		

	<p>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.</p>	I acknowledge
Scope of Work	<p>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</p>	I acknowledge
Scope of Work	<p>Strong customer service and communication by telephone, email, or some combination thereof.</p>	I acknowledge
Scope of Work	<p>Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.</p>	I acknowledge
Scope of Work	<p>The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.</p>	I acknowledge
Scope of Work	<p>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.</p>	I acknowledge
Contractor Responsibilities	<p>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.</p>	I understand and I agree
Contractor Responsibilities	<p>Secure tree planting permit- can be one permit per planting season with number of trees and addresses listed on the permit.</p>	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.	Fleet List for City Planting - Sheet1.pdf
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

<p>Professionalism</p>	<p>Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.</p> <p>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&amp;l 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.</p> <p>Safety Standards</p>	<p>I acknowledge</p>
<p>a.</p>	<p>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.</p>	<p>I acknowledge</p>
<p>b.</p>	<p>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.</p>	<p>I acknowledge</p>
<p>Working Hours</p>	<p>Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.</p>	<p>I acknowledge</p>
<p>WORKSITE REQUIREMENTS</p>		

<p>Street Closure and Traffic Control</p>	<p>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.</p> <p>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.</p>	<p>I understand and I agree</p>
<p>Transportation, storage and handling of plant material</p>	<p>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.</p>	<p>I understand and I agree</p>
<p>Transportation, storage and handling of plant material</p>	<p>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.</p>	<p>I understand and I agree</p>
<p>Transportation, storage and handling of plant material</p>	<p>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.</p>	<p>I understand and I agree</p>
<p>Transportation, storage and handling of plant material</p>	<p>Plants, once removed from the holding medium, must be planted immediately.</p>	<p>I understand and I agree</p>

<p>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.</p>	<p>I understand and I agree</p>
<p>BID</p>	
<p>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.</p>	<p>I acknowledge</p>
<p>Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.</p>	<p>one</p>
<p>The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.</p>	<p>I acknowledge</p>
<p>Download and complete the Subcontractor List in the "Documents" tab and upload it.</p>	<p>Subcontractor List - PW ITB 6221-24.pdf</p>
<p>CONTRACTOR RESPONSIBILITY</p>	
<p>#1</p>	<p>Provide Washington State Contractor's Registration No. CCYARC1000DH</p>
<p>#2</p>	<p>Provide Contractor's U.B.I. Number 601-907-479</p>
<p>#3</p>	<p>Provide Contractor's Washington Employment Security Department Number 839,588-01</p>
<p>#4</p>	<p>Provide Contractor's Washington Excise Tax Registration Number A06558023</p>
<p>#5</p>	<p>Provide Contractor's City of Spokane Business Registration Number T1 204542BBUS</p>

CERTIFICATION
OF
COMPLIANCE
WITH WAGE
PAYMENT
STATUS

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.

#1

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	\$494.00	\$494.00
TREE PLANTING & REMOVAL - 2" - 6"	Remove 2"-6" dead trees - grind (typical) and plant new tree	Base task	1.00	\$594.00	\$594.00
TREE PLANTING & REMOVAL - 2" - 6"	Plant 2" tree (container)	Base task	1.00	\$394.00	\$394.00
TREE PLANTING & REMOVAL - 2" - 6"	Plant 3" tree (container)	Base task	1.00	\$494.00	\$494.00
Total Base Bid					
				\$1,976.00	

Fleet items most likely used for this project:

Trucks	
2021 Chevrolet Silverado 3500HD	
2021 Chevrolet Silverado 2500HD	
2018 GMC Sierra 2500HD	
Dump Trailers	
2021 Max HD Dump Trailer	
2020 Max HD Dump Trailer	
Loader	
2018 Ditch Witch 1550 loader	
Stump Grinder	
2020 Toro STX-38 Stump Grinder	
Misc	
2023 Milwaukee DC blower	
2023 Stihl BR800 backpack blower	

SUBCONTRACTOR LIST

PROJECT NAME: ___Tree Planting on call as needed 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. _____

___XXX___ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< **Business Lookup**

License Information:

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

Entity name: C & C YARD CARE, INC.

Business name: C & C YARD CARE

Entity type: [Profit Corporation](#)

UBI #: 601-907-479

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5210 N FLORIDA ST
SPOKANE WA 99217-6710

Mailing address: PO BOX 18768
SPOKANE WA 99228-0768



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
Cheney General Business - Non-Resident	BUS2019-053			Active	Oct-31-2025	Jul-01-2019
Minor Work Permit				Active	Oct-31-2025	Jun-05-2018
Nursery Retail Plant Seller/Installer				Active	Oct-31-2025	Nov-17-2021
Spokane General Business	T12045428BL			Active	Oct-31-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident	01108			Active	Oct-31-2025	Feb-11-2004

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

Governing people	Title
CORIGLIANO, CHRIS	
CORIGLIANO, JENNIFER	



The Business Lookup information is updated nightly. Search date and time:
10/16/2024 10:32:52 AM

Contact us

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Spokane Park Board

Briefing Paper



Committee	UFTC		Committee meeting date: 11/5/2024
Requester	Amber Ramirez		Phone number: 509-363-5499
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal, A Obj. 2	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane - Tree Removal - On Call - As Needed Contract Request- A1 Tree Service LLC		
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525
Background/history:	<p>On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to remove dead and very poor condition trees. This will relieve the high cost burden to the abutting property owner in areas within Spokane defined as disadvantaged and also create more space for new trees to be planted. Work will occur in public right-of-ways, City properties and school properties.</p>		
Motion wording:	Motion to approve Tree Removal - on Call - As Needed contract request for A1Tree Service LLC		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: A1 Tree Service LLC Name: Lewis Harm Email address: a1stumpremovalspokane@gmail.com Phone: 509-688-9210		
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue	Budget code:		
Amount:			
375,000	Expense: 1390-95855-76903-54201		
375,000	Revenue: 1390-95855-76903-33310		
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 type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 604-314-671 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 DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE REMOVAL 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 **A1 TREE SERVICE, LLC.**, whose address is 25921 North Dalton Road, Deer Park, Washington 99006 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 Removal for the City of Spokane Parks and Recreation Department; and

WHEREAS, the Contractor was selected through PW ITB 6220-24 issued by the City of Spokane; and

WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARE OF DOMESTIC GRANT 24-DG-11062765-157; and

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 November 14, 2024, and ends on November 13, 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. The total contract period shall not exceed four (4) years.
- 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 Removal 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 **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, per year, plus applicable sale tax, and in accordance with the PW ITB #6220-24 Bid Response Summary – with Pricing 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/Ini/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. CONSTRUUAL.

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.

A1 TREE SERVICE, 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 – PW ITB 6220-24 Bid Response Summary dated September 23, 2024

24-238a

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 certifies, 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 6220-24
Bid Title Tree Removal - on call - as needed
Due Date Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company a1stumpremovalspokane@gmail.com
Submitted By Lewis Harm - Monday, September 23, 2024 11:56:28 AM [(UTC-08:00) Pacific Time (US & Canada)]
a1stumpremovalspokane@gmail.com 509-623-0344

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 12:00 noon at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201.	Understood and Agreed
	OBJECTIVE	Remove dead and severely declining trees in the city right of way, Parks, City properties and other public properties such as schools located within CEJST determined areas and grind stumps to prepare locations for tree replacement. Total volume anticipated at 400 trees over the next 1 year. Typically, prepared neighborhood contracts will contain 20+ per scope. Requests including fewer trees may occur. Contracts planned to be distributed to 2-4 qualified contractors. 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 project examples preferred	Yes
	QUALIFICATION	No violations or written warnings in the last year from the City of Spokane.	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 renewals, 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, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge
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 to 8
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.	Lewis Harm 509-688-9210 - Cell a1stumpremovalspokane@gmail.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>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>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>PUBLIC WORKS REQUIREMENTS</p>		
<p>A.</p>	<p>The work under this contract is classified as routine maintenance under state law.</p>	<p>I acknowledge</p>
<p>1.</p>	<p>A payment/performance bond is NOT required</p>	<p>I acknowledge</p>
<p>2.</p>	<p>Statutory retainage is NOT required</p>	<p>I acknowledge</p>
<p>B.</p>	<p>Prevailing Wage</p>	<p>Yes</p>
<p>1.</p>	<p>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).</p>	<p>I acknowledge</p>

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. 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.	Apprenticeship	Yes
1.	<p>On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15%) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15%) percent of the labor hours for each craft that has an available State-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a State-approved apprenticeship program.</p>	I acknowledge
D.	Statement of Intent	Yes
1.	<p>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).</p>	I acknowledge
E.	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
F.	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	Removing dead and severely declining trees in the city right of way, Parks, City properties and other public properties such as schools located within CEJST (Climate & Economic Justice Screening Tool) determined areas and grind stumps to prepare locations for tree replacement.	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	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	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.	Yes
Contractor Responsibilities	Secure tree removal permit- can be one permit per project with the addresses of trees listed on the permit.	Yes
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	Yes
Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	Yes

Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise	Yes
Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ's and links about the grant project and work being done.	Yes
Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	Yes
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Tree Removal and Pruning Equipment September 2024.png
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	Mark trees to be removed with a small white paint dot near the base.	I understand and I agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	3 to 30 days
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
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
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 Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.	I acknowledge
c.	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
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

Site Cleanup	<p>a. The permit holder shall clean up the site and remove and dispose of all debris at the end of each day's 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.</p>	I understand and I agree
Site Cleanup	<p>b. Limbs and trunks temporarily placed in the right-of-way areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable. Under no circumstances shall these materials be allowed to remain in the right-of-way or in a park overnight.</p>	I understand and I agree
Site Cleanup	<p>c. All infectious diseased trees or parts possibly harboring disease vectors or invasive pests shall be removed and disposed of according to City, County, and State regulations, and may not be left for property owners. The City Arborist or their agent will determine the current list of infectious diseases, vectors, and invasive pests.</p>	I understand and I agree
Protection of Property	<p>a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.</p>	I understand and I agree
Protection of Property	<p>b. Equipment shall not enter private property without written permission from the property owner.</p>	I understand and I agree
Protection of Property	<p>c. Vegetation surrounding trees should be disturbed as little as possible during tree work.</p>	I understand and I agree
Protection of Property	<p>d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.</p>	I understand and I agree
Protection of Overhead Utilities	<p>a. Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.</p>	I understand and I agree
Protection of Overhead Utilities	<p>b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.</p>	I understand and I agree
TREE REMOVAL		

Removal Criteria	The Urban Forester or their agent may authorize removal, or remove trees situated within the rights-of-way, or approve a permit for removal by a third party. Mitigation options besides removal shall be considered before removal is authorized. Trees will be authorized for removal whenever one (1) or more of the criteria listed in SMC 12.02.965 of the urban forestry ordinance are met:	I understand and I agree
Removal Criteria	a. The tree is hazardous as determined by SMC 12.02.920. b. The tree is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement. c. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed. d. The vegetation obstructs rights-of-way, authorized traffic signs or is determined to interfere with line of sight or creates other identified traffic or safety concerns. e. The tree's health is severely degraded because of improper pruning, including severe crown reduction.	I understand and I agree
Tree Removal Permits	Permits are required for the removal of any trees within the public rights-of-way or on public property. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit. Commercial Tree License requirements are outlined in Spokane Municipal Code section 10.25.010. International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. Permit applications are submitted online through the Development Services Permit Center. Guidance for permit application submittal is available at http://www.spokaneurbanForestry.Org . A permit is required for each work site address. All work sites are subject to pre and post inspection of the work site and work procedures. Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane	I understand and I agree
Removal Specifications and Standards	a. All equipment to be used and all work to be performed must be in accordance with the most current revision of the American National Standards Institute Standard Z133.1 and A300 or as amended herein.	I understand and I agree
Removal Specifications and Standards	b. Removal shall consist of cutting down each tree in a safe manner to four (4") inches above the adjacent ground level and grinding the stump and buttress roots to twelve (12") inches below or adjacent to ground level.	I understand and I agree
Removal Specifications and Standards	c. Stump removal is required as part of the tree removal process. The permit holder is responsible for calling in locates prior to stump grinding. The permit holder shall remove all tree stumps and buttress roots to a point twelve (12") inches below the adjacent ground level. Additionally, the permit holder shall remove sufficient subsurface roots so as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. The area then shall be restored with topsoil to the level of the adjoining grade and seeded unless otherwise specified by the property owner. Exceptions to this standard may be granted by the City Urban Forester or designee where stump removal can be shown to be damaging to existing trees or other infrastructure or if the stump is to remain as wildlife habitat.	I understand and I agree

Removal Specifications and Standards	d. Removal of stump grindings and debris. In addition to general site cleanup standards; within 24 hours after grinding (removal) of a tree stump and buttress roots, the permit holder shall remove all stump grindings and associated debris from the site. Grinding debris generated by stump removal work shall be the responsibility of the permit holder. Stumps, grindings and debris shall be placed away from the curb and gutter, street and sidewalk immediately to eliminate hazards to the motoring public and pedestrians.	I understand and I agree
Removal Specifications and Standards	e. Backfilling stump removals. All areas where stumps have been removed and areas disturbed by removal operations shall be backfilled to the level of adjoining grade with topsoil the same day grindings are removed, otherwise the site shall be properly barricaded overnight to ensure the safety of the public. All holes must be filled with topsoil by the second day. The permit holders shall supply their own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the backfill material. If there is more than a one day delay between the time of removal of grindings and refilling with the soil, the disturbed areas shall be barricaded off for public safety and the Urban Forester or their designee notified. Stump grindings and debris shall not be used as backfill material. Topsoil should be native; free of roots, rocks, subsoil, debris, weed seeds, and foreign matter.	I understand and I agree
Removal Specifications and Standards	f. Restore the site to pre-existing site conditions. This may require applying grass seed mix in areas where backfill material was installed. Seeding operations shall occur after April 15th and before October 1st.	I understand and I agree
Creation of Wildlife Snags	Through special approval from the City Urban Forester, the permit holder may seek to retain portions of dead trees as a wildlife snag to create wildlife habitat. Standing dead trees, called snags, provide birds and mammals with shelter to raise young and raptors with unobstructed vantage points. Large downed trees also provide important habitat for wildlife. The city will consider requests for wildlife habitat creation only in instances where the risk to public safety is sufficiently mitigated. Abutting property owners must commit to a maintenance agreement that includes bi-annual inspections by a Commercial Licensed Tree Service.	I understand and I agree
Spokane Conservation District	The Spokane Conservation District will accept 30-40 logs and the wood chips resulting from IRA grant removals for their Urban Wood Network program which will be free of cost to contractors for disposal. The Conservation District will take wood and arborist chips until they reach capacity. Once wood has moved through the Urban Wood Network, more space may become available for logs and/or wood chips. All drop offs must be approved and coordinated in advance with a Conservation District representative.	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.	0

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.	SubcontractorList.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	A1TRETS827OP
#2	Provide Contractor's U.B.I. Number	604-314-671
#3	Provide Contractor's Washington Employment Security Department Number	000-772281-00-6
#4	Provide Contractor's Washington Excise Tax Registration Number	83 144 0467
#5	Provide Contractor's City of Spokane Business Registration Number	T23000343CTL
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		

Nondiscrimination Statement

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov.

I understand and I agree

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
TREE REMOVAL								
	1. Trees -2-12"	Remove - cut flush (less typical)	Base	task	1.00	\$447.00	\$447.00	
	1. Trees -2-12"	Remove + grind (typical), remove grindings, add soil and seed to match surrounding (if applicable)	Base	task	1.00	\$697.00	\$697.00	
	1. Trees - 2-12"	Remove grindings, add soil and seed to match surrounding (if applicable)	Base	task	1.00	\$697.00	\$697.00	Not sure the difference of this one to the one just above?
	Street Obstruction for Tree Removal - Trees 2-12"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	Tree	1.00	\$350.00	\$350.00	
	Stump grinding only - Trees 2-12" (not in conjunction with removal)	Grind only, remove grindings, add soil and seed to match surrounding (if applicable)	Base	stump	1.00	\$300.00	\$300.00	
	2. Trees -13-24"	Remove - cut flush (less typical)	Base	task	1.00	\$1,170.00	\$1,170.00	

2. Trees -13-24"	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)	Base task	1.00	\$1,650.00	\$1,650.00
Street Obstruction for Tree Removal - Trees 13-24"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base Tree	1.00	\$550.00	\$550.00
Stump grinding only - Trees 13 - 24" (not in conjunction with removal)	Grind only, remove grindings, add soil and seed to match surrounding (if applicable)	Base stump	1.00	\$500.00	\$500.00
3. Trees - 25"+	Remove - cut flush (less typical)	Base task	1.00	\$1,850.00	\$1,850.00
3. Trees - 25" +	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)	Base task	1.00	\$2,645.00	\$2,645.00
Street Obstruction for Tree Removal - Trees 25+	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base Tree	1.00	\$600.00	\$600.00
Stump grinding only - Trees 25"+ (not in conjunction with removal)	Grind only, remove grindings, add soil and seed to match surrounding (if applicable)	Base stump	1.00	\$950.00	\$950.00
Total Base Bid	\$12,406.00				

2006 F550 Chip Truck

2023 [Morbark 19XP](#) Chipper

2021 Bandit 18XP Chipper

2017 Vermeer BC1000 Chipper

2010 Vermeer BC1800 Chipper

2023 Ram 5500 - 55ft [Terex](#) Bucket Truck

2018 CMC - ArborPro - Tracked Manliest with 83ft reach

2008 GMC 38ft [Altec](#) Forestry Bucket and Chip Truck

2004 F550 - 42ft [Altec](#) Bucket Truck

2019 F450 - Open top Dump Truck

2014 F650 55ft Crane

2014 14ft Dump Trailer

2010 12ft Dump Trailer

2024 CTX160 Vermeer Mini Skidsteer

2022 TX1000 Dingo Mini Skidsteer

2022 Rayco 165hp Tracked Stump Grinder

2023 Vermeer [SC70tx](#) Stump Grinder

2014 2023 Vermeer SC372 Stump Grinder

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB # 6220-24 Tree Removal

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:	A1 TREE SERVICE LLC
Business name:	A1 TREE SERVICE LLC
Entity type:	Limited Liability Company
UBI #:	604-314-671
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	25921 N DALTON RD DEER PARK WA 99006-9208
Mailing address:	25921 N DALTON RD DEER PARK WA 99006-9208



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
Deer Park General Business - Non-Resident				Active	Jul-31-2025	Dec-14-2020
Liberty Lake General Business - Non-Resident				Active	Jul-31-2025	Dec-18-2020
Spokane General Business - Non-Resident				Active	Jul-31-2025	Aug-07-2018
Spokane Valley General Business - Non-Resident				Active	Jul-31-2025	Dec-14-2020

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

Governing people	Title
HARM, LEWIS	
HARM, SAPPHIRE	



Registered Trade Names

Registered trade names	Status	First issued
A1 STUMP REMOVAL	Active	Sep-06-2018
A1 TREE SERVICE LLC	Active	Aug-07-2018

The Business Lookup information is updated nightly. Search date and time:
10/21/2024 12:35:29 PM

[Contact us](#)

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Don't see what you expected?

[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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 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 Rothert Insurance c/o North Town Insurance 5727 N Division Street Spokane WA 99208	CONTACT NAME: Joseph Armand PHONE (A/C, No, Ext): 509-483-3030 E-MAIL ADDRESS: Joseph@northtowninsurance.com	FAX (A/C, No): 509-487-8355	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED A1 Tree Service LLC 25921 N Dalton Rd. Deer Park WA 99006	INSURER A: Western World Insurance Company		13196
	INSURER B:		
	INSURER C:		
	INSURER D:		
	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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP6127028	10/30/2024	10/30/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	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

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

THIS CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE INSURANCE CODE OF THE STATE OF WASHINGTON, TITLE 48 RCW. IT IS NOT PROTECTED BY ANY WASHINGTON STATE GUARANTY ASSOCIATION LAW.

RON ROTHERT INSURANCE, INC. /
 Tree Trimming & Pruning
 Certificate Holder is added as an Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, It's officers and employees 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

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 North Town Insurance 5727 N Division St Spokane, WA 99208	CONTACT NAME: Joseph Armand PHONE (A/C, No, Ext): (509)483-3030 E-MAIL ADDRESS: joseph@northtowninsurance.com	FAX (A/C, No): (509)413-0900	
	INSURER(S) AFFORDING COVERAGE		
INSURED A1 Tree Service LLC 25921 N Dalton Rd Deer Park, WA 99006	INSURER A : Ohio Security		NAIC # 24082
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 95954416-736971

REVISION NUMBER: 1


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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS63026546	03/16/2024	03/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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						<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 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  (JJA)
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Spokane Park Board

Briefing Paper



Committee	UFTC		Committee meeting date: 11/5/2024
Requester	Amber Ramirez		Phone number: 509-363-5499
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal, A Obj. 2	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Removal - On Call - As Needed Contract Request- All Season's Tree Service LLC		
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525
Background/history:	<p>On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to remove dead and very poor condition trees. This will relieve the high cost burden to the abutting property owner in areas within Spokane defined as disadvantaged and also create more space for new trees to be planted. Work will occur in public right-of-ways, City properties and school properties.</p>		
Motion wording:	Motion to approve Tree Removal - on Call - As Needed contract request for All Season's Tree Service LLC		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: All Season's Tree Service LLC Name: Jordan Turner Email address: office@allseasonstreeservice Phone: 208-660-7424		
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue	Budget code:		
Amount:	Expense: 1390-95855-76903-54201		
375,000	Revenue: 1390-95855-76903-33310		
375,000			
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: 603-361-695 Business license expiration date: 6/30/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE REMOVAL 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 **ALL SEASON’S TREE SERVICE, LLC.**, whose address is 1986 West Hayden Avenue, Hayden, Idaho 83835 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 Removal for the City of Spokane Parks and Recreation Department; and

WHEREAS, the Contractor was selected through PW ITB 6220-24 issued by the City of Spokane; and

WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARE OF DOMESTIC GRANT 24-DG-11062765-157; and

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 November 14, 2024, and ends on November 13, 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. The total contract period shall not exceed four (4) years.
- 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 Removal 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 **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, per year, plus applicable sale tax, and in accordance with the PW ITB #6220-24 Bid Response Summary – with Pricing 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.

ALL SEASON'S TREE SERVICE, 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 – PW ITB 6220-24 Bid Response Summary dated September 23, 2024

24-225c

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 certifies, 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.*

▼ QUESTIONS (95 records)

Preview    

items per page (larger numbers of items per page take longer to render) 1 - 95 of 95 items

<input type="checkbox"/>	REFERENCE NUMBER	QUESTION	RESPONSE REQUIRED	RESPONSE TYPE
<input type="checkbox"/>	Default Item Group			
<input type="checkbox"/>	PRE-BID MEETING	An optional pre-bid meeting will be held on Friday, September 6, 2024 at 12:00 noon at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201.	Yes	Single Picklist
<input type="checkbox"/>	OBJECTIVE	Remove dead and severely declining trees in the city right of way, Parks, City properties and other public properties such as schools located within CEJST determined areas and grind stumps to prepare locations for tree replacement. Total volume anticipated at 400 trees over the next 1 year. Typically, prepared neighborhood contracts will contain 20+ per scope. Requests including fewer trees may occur. Contracts planned to be distributed to 2-4 qualified contractors. 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	Yes	Single Picklist
<input type="checkbox"/>	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	QUALIFICATION	Current City commercial tree service license holder	Yes	Single Picklist
<input type="checkbox"/>	QUALIFICATION	Submittal of successful large-scale project examples preferred	Yes	Single Picklist
<input type="checkbox"/>	QUALIFICATION	No violations or written warnings in the last year from the City of Spokane.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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 .	Yes	Single Picklist
<input type="checkbox"/>	MULTI-YEAR CONTRACT	For multi-year contracts and/or contract renewals, 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	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist

<input type="checkbox"/>	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Yes	Single Picklist
<input type="checkbox"/>	EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Yes	Text Area
<input type="checkbox"/>	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.	No	Single Picklist
<input type="checkbox"/>	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.	Yes	Text Area
<input type="checkbox"/>	ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	No	Document
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	PROPRIETARY INFORMATION	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.	Yes	Single Picklist
<input type="checkbox"/>	INTERLOCAL LANGUAGE	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.	Yes	Single Picklist

PUBLIC WORKS REQUIREMENTS

<input type="checkbox"/>	A.	The work under this contract is classified as routine maintenance under state law.	Yes	Single Picklist
<input type="checkbox"/>	1.	A payment/performance bond is NOT required	Yes	Single Picklist
<input type="checkbox"/>	2.	Statutory retainage is NOT required	Yes	Single Picklist
<input type="checkbox"/>	B.	Prevailing Wage	No	Checkbox
<input type="checkbox"/>	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).	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	C.	Apprenticeship	No	Checkbox
<input type="checkbox"/>	1.	On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15%) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15%) percent of the labor hours for each craft that has an available State-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a State-approved apprenticeship program.	Yes	Single Picklist

<input type="checkbox"/>	D.	Statement of Intent	No	Checkbox
		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).	Yes	Single Picklist
<input type="checkbox"/>	E.	Filing Fees	No	Checkbox
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	No	Checkbox
<input type="checkbox"/>	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	Yes	Single Picklist
<input type="checkbox"/>	GENERAL CONDITIONS			
<input type="checkbox"/>	#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	Yes	Single Picklist
<input type="checkbox"/>	TECHNICAL REQUIREMENTS			
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	Scope of Work	Removing dead and severely declining trees in the city right of way, Parks, City properties and other public properties such as schools located within CEJST (Climate & Economic Justice Screening Tool) determined areas and grind stumps to prepare locations for tree replacement.	Yes	Single Picklist
<input type="checkbox"/>	Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Yes	Single Picklist

<input type="checkbox"/>	Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	Contractor Responsibilities	Secure tree removal permit- can be one permit per project with the addresses of trees listed on the permit.	Yes	Single Picklist
<input type="checkbox"/>	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	Yes	Single Picklist
<input type="checkbox"/>	Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	Yes	Single Picklist
<input type="checkbox"/>	Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise	Yes	Single Picklist
<input type="checkbox"/>	Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ s and links about the grant project and work being done.	Yes	Single Picklist
<input type="checkbox"/>	Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	Yes	Single Picklist
<input type="checkbox"/>	Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Yes	Document
<input type="checkbox"/>	City Responsibilities	Provide truck magnets with insignia that the contractor will be required to display while performing contract work.	Yes	Single Picklist
<input type="checkbox"/>	City Responsibilities	Provide informational brochures for the contractor to distribute to citizens as needed with FAQ s and links about the work being done.	Yes	Single Picklist
<input type="checkbox"/>	City Responsibilities	Mark trees to be removed with a small white paint dot near the base.	Yes	Single Picklist
<input type="checkbox"/>	Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	Yes	Text Area
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist

<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	b.	Protection of Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.	Yes	Single Picklist
<input type="checkbox"/>	c.	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.	Yes	Single Picklist
<input type="checkbox"/>	Working Hours	Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.	Yes	Single Picklist
<input type="checkbox"/>	WORKSITE REQUIREMENTS			
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	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.	Yes	Single Picklist

<input type="checkbox"/>	Site Cleanup	a. The permit holder shall clean up the site and remove and dispose of all debris at the end of each day s 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.	Yes	Single Picklist
<input type="checkbox"/>	Site Cleanup	b. Limbs and trunks temporarily placed in the right-of-way areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable. Under no circumstances shall these materials be allowed to remain in the right-of-way or in a park overnight.	Yes	Single Picklist
<input type="checkbox"/>	Site Cleanup	c. All infectious diseased trees or parts possibly harboring disease vectors or invasive pests shall be removed and disposed of according to City, County, and State regulations, and may not be left for property owners. The City Arborist or their agent will determine the current list of infectious diseases, vectors, and invasive pests.	Yes	Single Picklist
<input type="checkbox"/>	Protection of Property	a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.	Yes	Single Picklist
<input type="checkbox"/>	Protection of Property	b. Equipment shall not enter private property without written permission from the property owner.	Yes	Single Picklist
<input type="checkbox"/>	Protection of Property	c. Vegetation surrounding trees should be disturbed as little as possible during tree work.	Yes	Single Picklist
<input type="checkbox"/>	Protection of Property	d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.	Yes	Single Picklist
<input type="checkbox"/>	Protection of Overhead Utilities	a. Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.	Yes	Single Picklist
<input type="checkbox"/>	Protection of Overhead Utilities	b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10) of power lines, a safety prune must be conducted by the utility company prior to any tree work.	Yes	Single Picklist
<input type="checkbox"/>	TREE REMOVAL			
<input type="checkbox"/>	Removal Criteria	The Urban Forester or their agent may authorize removal, or remove trees situated within the rights-of-way, or approve a permit for removal by a third party. Mitigation options besides removal shall be considered before removal is authorized. Trees will be authorized for removal whenever one (1) or more of the criteria listed in SMC 12.02.965 of the urban forestry ordinance are met:	Yes	Single Picklist
<input type="checkbox"/>	Removal Criteria	a. The tree is hazardous as determined by SMC 12.02.920. b. The tree is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement. c. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed. d. The vegetation obstructs rights-of-way, authorized traffic signs or is determined to interfere with line of sight or creates other identified traffic or safety concerns. e. The tree s health is severely degraded because of improper pruning, including severe crown reduction.	Yes	Single Picklist

<input type="checkbox"/>	Tree Removal Permits	Permits are required for the removal of any trees within the public rights-of-way or on public property. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit. Commercial Tree License requirements are outlined in Spokane Municipal Code section 10.25.010. International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. Permit applications are submitted online through the Development Services Permit Center. Guidance for permit application submittal is available at http://www.spokaneurbanForestry.Org . A permit is required for each work site address. All work sites are subject to pre and post inspection of the work site and work procedures. Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane	Yes	Single Picklist
<input type="checkbox"/>	Removal Specifications and Standards	a. All equipment to be used and all work to be performed must be in accordance with the most current revision of the American National Standards Institute Standard Z133.1 and A300 or as amended herein.	Yes	Single Picklist
<input type="checkbox"/>	Removal Specifications and Standards	b. Removal shall consist of cutting down each tree in a safe manner to four (4) inches above the adjacent ground level and grinding the stump and buttress roots to twelve (12) inches below or adjacent to ground level.	Yes	Single Picklist
<input type="checkbox"/>	Removal Specifications and Standards	c. Stump removal is required as part of the tree removal process. The permit holder is responsible for calling in locates prior to stump grinding. The permit holder shall remove all tree stumps and buttress roots to a point twelve (12) inches below the adjacent ground level. Additionally, the permit holder shall remove sufficient subsurface roots so as may be necessary to eliminate humps in the lawn area adjacent to the stump. The area then shall be restored with topsoil to the level of the adjoining grade and seeded unless otherwise specified by the property owner. Exceptions to this standard may be granted by the City Urban Forester or designee where stump removal can be shown to be damaging to existing trees or other infrastructure or if the stump is to remain as wildlife habitat.	Yes	Single Picklist
<input type="checkbox"/>	Removal Specifications and Standards	d. Removal of stump grindings and debris. In addition to general site cleanup standards; within 24 hours after grinding (removal) of a tree stump and buttress roots, the permit holder shall remove all stump grindings and associated debris from the site. Grinding debris generated by stump removal work shall be the responsibility of the permit holder. Stumps, grindings and debris shall be placed away from the curb and gutter, street and sidewalk immediately to eliminate hazards to the motoring public and pedestrians.	Yes	Single Picklist
<input type="checkbox"/>	Removal Specifications and Standards	e. Backfilling stump removals. All areas where stumps have been removed and areas disturbed by removal operations shall be backfilled to the level of adjoining grade with topsoil the same day grindings are removed, otherwise the site shall be properly barricaded overnight to ensure the safety of the public. All holes must be filled with topsoil by the second day. The permit holders shall supply their own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the backfill material. If there is more than a one day delay between the time of removal of grindings and refilling with the soil, the disturbed areas shall be barricaded off for public safety and the Urban Forester or their designee notified. Stump grindings and debris shall not be used as backfill material. Topsoil should be native; free of roots, rocks, subsoil, debris, weed seeds, and foreign matter.	Yes	Single Picklist
<input type="checkbox"/>	Removal Specifications and Standards	f. Restore the site to pre-existing site conditions. This may require applying grass seed mix in areas where backfill material was installed. Seeding operations shall occur after April 15th and before October 1st.	Yes	Single Picklist

<input type="checkbox"/>	Creation of Wildlife Snags	Through special approval from the City Urban Forester, the permit holder may seek to retain portions of dead trees as a wildlife snag to create wildlife habitat. Standing dead trees, called snags, provide birds and mammals with shelter to raise young and raptors with unobstructed vantage points. Large downed trees also provide important habitat for wildlife. The city will consider requests for wildlife habitat creation only in instances where the risk to public safety is sufficiently mitigated. Abutting property owners must commit to a maintenance agreement that includes bi-annual inspections by a Commercial Licensed Tree Service.	Yes	Single Picklist
<input type="checkbox"/>	Spokane Conservation District	The Spokane Conservation District will accept 30-40 logs and the wood chips resulting from IRA grant removals for their Urban Wood Network program which will be free of cost to contractors for disposal. The Conservation District will take wood and arborist chips until they reach capacity. Once wood has moved through the Urban Wood Network, more space may become available for logs and/or wood chips. All drop offs must be approved and coordinated in advance with a Conservation District representative.	Yes	Single Picklist
<input type="checkbox"/> BID				
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	Yes	Text Box
<input type="checkbox"/>	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.	Yes	Single Picklist
<input type="checkbox"/>	Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Yes	Document
<input type="checkbox"/> CONTRACTOR RESPONSIBILITY				
<input type="checkbox"/>	#1	Provide Washington State Contractor s Registration No.	Yes	Text Area
<input type="checkbox"/>	#2	Provide Contractor's U.B.I. Number	Yes	Text Area
<input type="checkbox"/>	#3	Provide Contractor's Washington Employment Security Department Number	Yes	Text Area
<input type="checkbox"/>	#4	Provide Contractor's Washington Excise Tax Registration Number	Yes	Text Area
<input type="checkbox"/>	#5	Provide Contractor's City of Spokane Business Registration Number	Yes	Text Area
<input type="checkbox"/> CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS				
<input type="checkbox"/>	#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.	Yes	Single Picklist
<input type="checkbox"/> GRANT INFORMATION				
<input type="checkbox"/>	Nondiscrimination Statement	In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027 , from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov .	Yes	Single Picklist

PRICING LINE ITEMS (8 records)

Est. Preview   

<input type="checkbox"/>	REFERENCE NUMBER	VERSION	C/ TYPE	DESCRIPTION	QUANTITY	UNIT OF ME	UNIT PRICE	ALLOW NO	ALLOW AL1	ALLOW COMMENT	INTERNAL ONLY
<input type="checkbox"/>	TREE REMOVAL										
<input type="checkbox"/>				1. Trees -2-12"	1.0000	task		No	No	Yes	No
			Base	Remove - cut flush (less typical)							
<input type="checkbox"/>				1. Trees -2-12"	1.0000	task		No	No	Yes	No
			Base	Remove + grind (typical)							
<input type="checkbox"/>				1. Trees -2-12"	1.0000	task		No	No	Yes	No
			Base	Mulch - 5' ft (no other task)							
<input type="checkbox"/>				1. Trees -2-12"	1.0000	task		No	No	Yes	No
			Base	Remove grindings, add soil and seed to match surrounding (if applicable)							
<input type="checkbox"/>				2. Trees -13-24"	1.0000	task		No	No	Yes	No
			Base	Remove - cut flush (less typical)							
<input type="checkbox"/>				2. Trees -13-24"	1.0000	task		No	No	Yes	No
			Base	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)							
<input type="checkbox"/>				2. Trees -13-24"	1.0000	task		No	No	Yes	No
			Base	Remove grindings, add soil and seed to match surrounding (if applicable)							
<input type="checkbox"/>				3. Trees -25"+	1.0000	task		No	No	Yes	No
			Base	Remove - cut flush (less typical)							
<input type="checkbox"/>				3. Trees -25"+	1.0000	task		No	No	Yes	No
			Base	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)							

SECTION II. GENERAL REQUIREMENTS

AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is partially hereby referenced and included, and shall be part of the Contract Documents. Copies of AIA documents are available for purchase from the American Institute of Architects (AIA) or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

GUARANTY. The Contractor guarantees all Work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor, or manufacturer(s).

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

3.6.1 WASHINGTON STATE RETAIL SALES TAX.

- A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be solely responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.
- B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its price Bid. The Owner will NOT pay retail sales tax as a separate item.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all associated and necessary permits required by regulatory agencies. Below is a list of permits that may be required on typical Projects, and where they may be obtained. The list is included for the Contractor's benefit and is not

considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of Work.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 (Title 51) and was the subject of mutual negotiation.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

If this Invitation to Bid (ITB) includes the City's provided Bid Form (at the end of this document), the Contractor shall at time of Bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the Contract, will subcontract for performances of the Work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those materialmen who are to furnish materials or equipment fabricated to a special design).

ARTICLE 8 - TIME

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the Work on time, the Owner has adopted Liquidated Damages (LD's) for this Work as set forth in the Bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four (4) feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act (WISHA chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use of storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

INSURANCE. During the period of the Agreement, the Company 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 Company's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company'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.

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

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified Contractor to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of

1973 and the Americans with Disabilities Act, as applicable to the Contractor.

13.9 Add a paragraph 13.9 to read:

ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

13.10 Add a paragraph 13.10 to read:

END OF SUPPLEMENTARY GENERAL CONDITIONS

SUBCONTRACTOR LIST

PROJECT NAME: _____

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: ALL SEASON'S TREE SERVICE LLC

Business name: ALL SEASON'S TREE SERVICE LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-361-695

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1986 W HAYDEN AVE
HAYDEN ID 83835-7412

Mailing address: 1986 W HAYDEN AVE
HAYDEN ID 83835-7412



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
Liberty Lake General Business - Non-Resident				Active	Jun-30-2025	Jan-13-2014
Spokane General Business - Non-Resident				Active	Jun-30-2025	Dec-31-2013
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Jan-06-2014

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

Governing people	Title
TURNER, DAVID	

Registered Trade Names

Registered trade names	Status		First issued
ALL SEASONS TREE SERVICE	Active		Jun-20-2023

The Business Lookup information is updated nightly. Search date and time:
10/21/2024 12:57:25 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)
10/14/2024

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 GARY LOUIE INSURANCE AGENCY PO BOX 216 157 W HAYDEN AVE STE 101 HAYDEN ID 83835		CONTACT NAME: DAVID GULLIDGE PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: DGULLIDGE@LOUIEAGENCY.COM	
INSURED ALL SEASONS TREE SERVICE LLC 1986 W HAYDEN AVE HAYDEN ID 83835		INSURER(S) AFFORDING COVERAGE INSURER A: RED SHIELD INSURANCE CO INSURER B: FARMERS INSURANCE CO INSURER C: SIF IDAHO STATE INSURANCE CO INSURER D: 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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CNT019344-25	11/09/2019	11/09/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		606233345	05/02/2015	05/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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 Y	N/A 621217	04/01/2018	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLD CITY OF SPOKANE IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE WA 99205	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:
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Spokane Park Board

Briefing Paper



Committee	UFTC		Committee meeting date: 11/5/2024
Requester	Amber Ramirez		Phone number: 509-363-5499
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal, A Obj. 2	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Removal - On Call - As Needed Contract Request- Bluebird Tree Care Inc.		
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525
Background/history: On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to remove dead and very poor condition trees. This will relieve the high cost burden to the abutting property owner in areas within Spokane defined as disadvantaged and also create more space for new trees to be planted. Work will occur in public right-of-ways, City properties and school properties.			
Motion wording: Motion to approve Tree Removal - on Call - As Needed contract request for Bluebird Tree Care Inc.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Bluebird Tree Care Inc. Name: Benjamin Larson Email address: benlarsontree@gmail.com Phone: 208-660-2383			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 375,000 Expense: 1390-95855-76903-54201 375,000 Revenue: 1390-95855-76903-33310			
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 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: 603-511-150 Business license expiration date: 6/30/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE REMOVAL 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 **BLUE-BIRD TREE CARE, INC.**, whose address is 2950 East Murphy Road, Coeur D’Alene, Idaho 83814-6853 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 Removal for the City of Spokane Parks and Recreation Department; and

WHEREAS, the Contractor was selected through PW ITB 6220-24 issued by the City of Spokane; and

WHEREAS, funding for this Agreement is from the FEDERAL FINANCIAL ASSISTANCE AWARE OF DOMESTIC GRANT 24-DG-11062765-157; and

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 November 14, 2024, and ends on November 13, 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. The total contract period shall not exceed four (4) years.
- 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 Removal 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 **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, per year, plus applicable sale tax, and in accordance with the PW ITB #6220-24 Bid Response Summary – with Pricing 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/Ini/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. CONSTRUUAL.

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.

BLUEBIRD TREE CARE, INC.

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 – PW ITB 6220-24 Bid Response Summary dated September 23, 2024

24-226b

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 certifies, 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 6220-24
Bid Title Tree Removal - on call - as needed
Due Date Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company benlarsontree@gmail.com
Submitted By benlarsontree@gmail.com benlarsontree@gmail.com - Monday, September 23, 2024 11:23:05 AM [(UTC-08:00) Pacific Time (US & Canada)]
By benlarsontree@gmail.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 12:00 noon at the City of Spokane City Hall, Tribal Conference Room - 1st Floor - 808 W Spokane Falls Blvd., Spokane WA 99201.	Understood and Agreed
	OBJECTIVE	Remove dead and severely declining trees in the city right of way, Parks, City properties and other public properties such as schools located within CEJST determined areas and grind stumps to prepare locations for tree replacement. Total volume anticipated at 400 trees over the next 1 year. Typically, prepared neighborhood contracts will contain 20+ per scope. Requests including fewer trees may occur. Contracts planned to be distributed to 2-4 qualified contractors. 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 project examples preferred	Yes
	QUALIFICATION	No violations or written warnings in the last year from the City of Spokane.	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 renewals, 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, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge
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.	3-4
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.	Benjamin Larson 208-651-3959 benlarsontree@gmail.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>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>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>PUBLIC WORKS REQUIREMENTS</p>		
<p>A.</p>	<p>The work under this contract is classified as routine maintenance under state law.</p>	<p>I acknowledge</p>
<p>1.</p>	<p>A payment/performance bond is NOT required</p>	<p>I acknowledge</p>
<p>2.</p>	<p>Statutory retainage is NOT required</p>	<p>I acknowledge</p>
<p>B.</p>	<p>Prevailing Wage</p>	<p>No</p>
<p>1.</p>	<p>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).</p>	<p>I acknowledge</p>

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. 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.	Apprenticeship	Yes
1.	<p>On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15%) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15%) percent of the labor hours for each craft that has an available State-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a State-approved apprenticeship program.</p>	I acknowledge
D.	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
E.	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
F.	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	Removing dead and severely declining trees in the city right of way, Parks, City properties and other public properties such as schools located within CEJST (Climate & Economic Justice Screening Tool) determined areas and grind stumps to prepare locations for tree replacement.	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	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	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.	Yes
Contractor Responsibilities	Secure tree removal permit- can be one permit per project with the addresses of trees listed on the permit.	Yes
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	Yes
Contractor Responsibilities	Must be an ISA Certified Arborist performing the work on trees in City of Spokane ROW or parks.	Yes
Contractor Responsibilities	After receipt of scope of work, provide approximate schedule to the City to facilitate communication with property owners if questions arise	Yes
Contractor Responsibilities	Distribute informational brochures to the public when requested with FAQ's and links about the grant project and work being done.	Yes
Contractor Responsibilities	Communicate completed locations weekly with the City Urban Forester to facilitate inspections and benefit contractor for partial payments.	Yes
Equipment Fleet	Please upload a list of all the items in your fleet, including make, model and age.	Truck and Equipment List.pdf
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	Mark trees to be removed with a small white paint dot near the base.	I understand and I agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	30
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
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

Safety Standards	<p>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.</p>	I acknowledge
a.	<p>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.</p>	I acknowledge
b.	<p>Protection of Overhead Utilities - Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Contractor must implement all prudent safety related measures to protect all utilities from damage, and must immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims of damage due to the Contractor's operations. The Contractor shall make arrangements with all overhead utilities (including but not limited to electrical) for removal of all necessary limbs and branches that may conflict with or create injury hazard in conducting the operations of their work.</p>	I acknowledge
c.	<p>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.</p>	I acknowledge
Working Hours	<p>Work performed by the Contractor must be in compliance with the City of Spokane Noise Ordinance SMC 10.08D and related sections.</p>	I acknowledge
WORKSITE REQUIREMENTS		
Street Closure and Traffic Control	<p>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.</p>	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
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
Site Cleanup	a. The permit holder shall clean up the site and remove and dispose of all debris at the end of each day's 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
Site Cleanup	b. Limbs and trunks temporarily placed in the right-of-way areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable. Under no circumstances shall these materials be allowed to remain in the right-of-way or in a park overnight.	I understand and I agree
Site Cleanup	c. All infectious diseased trees or parts possibly harboring disease vectors or invasive pests shall be removed and disposed of according to City, County, and State regulations, and may not be left for property owners. The City Arborist or their agent will determine the current list of infectious diseases, vectors, and invasive pests.	I understand and I agree
Protection of Property	a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.	I understand and I agree

Protection of Property	b. Equipment shall not enter private property without written permission from the property owner.	I understand and I agree
Protection of Property	c. Vegetation surrounding trees should be disturbed as little as possible during tree work.	I understand and I agree
Protection of Property	d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.	I understand and I agree
Protection of Overhead Utilities	a. Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.	I understand and I agree
Protection of Overhead Utilities	b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.	I understand and I agree
TREE REMOVAL		
Removal Criteria	The Urban Forester or their agent may authorize removal, or remove trees situated within the rights-of-way, or approve a permit for removal by a third party. Mitigation options besides removal shall be considered before removal is authorized. Trees will be authorized for removal whenever one (1) or more of the criteria listed in SMC 12.02.965 of the urban forestry ordinance are met:	I understand and I agree
Removal Criteria	a. The tree is hazardous as determined by SMC 12.02.920. b. The tree is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement. c. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed. d. The vegetation obstructs rights-of-way, authorized traffic signs or is determined to interfere with line of sight or creates other identified traffic or safety concerns. e. The tree's health is severely degraded because of improper pruning, including severe crown reduction.	I understand and I agree

<p>Tree Removal Permits</p>	<p>Permits are required for the removal of any trees within the public rights-of-way or on public property. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit. Commercial Tree License requirements are outlined in Spokane Municipal Code section 10.25.010. International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal. Permit applications are submitted online through the Development Services Permit Center. Guidance for permit application submittal is available at http://www.spokaneurbanForestry.Org. A permit is required for each work site address. All work sites are subject to pre and post inspection of the work site and work procedures. Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane</p>	<p>I understand and I agree</p>
<p>Removal Specifications and Standards</p>	<p>a. All equipment to be used and all work to be performed must be in accordance with the most current revision of the American National Standards Institute Standard Z133.1 and A300 or as amended herein.</p>	<p>I understand and I agree</p>
<p>Removal Specifications and Standards</p>	<p>b. Removal shall consist of cutting down each tree in a safe manner to four (4") inches above the adjacent ground level and grinding the stump and buttress roots to twelve (12") inches below or adjacent to ground level.</p>	<p>I understand and I agree</p>
<p>Removal Specifications and Standards</p>	<p>c. Stump removal is required as part of the tree removal process. The permit holder is responsible for calling in locates prior to stump grinding. The permit holder shall remove all tree stumps and buttress roots to a point twelve (12") inches below the adjacent ground level. Additionally, the permit holder shall remove sufficient subsurface roots so as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. The area then shall be restored with topsoil to the level of the adjoining grade and seeded unless otherwise specified by the property owner. Exceptions to this standard may be granted by the City Urban Forester or designee where stump removal can be shown to be damaging to existing trees or other infrastructure or if the stump is to remain as wildlife habitat.</p>	<p>I understand and I agree</p>
<p>Removal Specifications and Standards</p>	<p>d. Removal of stump grindings and debris. In addition to general site cleanup standards; within 24 hours after grinding (removal) of a tree stump and buttress roots, the permit holder shall remove all stump grindings and associated debris from the site. Grinding debris generated by stump removal work shall be the responsibility of the permit holder. Stumps, grindings and debris shall be placed away from the curb and gutter, street and sidewalk immediately to eliminate hazards to the motoring public and pedestrians.</p>	<p>I understand and I agree</p>

Removal Specifications and Standards	e. Backfilling stump removals. All areas where stumps have been removed and areas disturbed by removal operations shall be backfilled to the level of adjoining grade with topsoil the same day grindings are removed, otherwise the site shall be properly barricaded overnight to ensure the safety of the public. All holes must be filled with topsoil by the second day. The permit holders shall supply their own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the backfill material. If there is more than a one day delay between the time of removal of grindings and refilling with the soil, the disturbed areas shall be barricaded off for public safety and the Urban Forester or their designee notified. Stump grindings and debris shall not be used as backfill material. Topsoil should be native; free of roots, rocks, subsoil, debris, weed seeds, and foreign matter.	I understand and I agree
Removal Specifications and Standards	f. Restore the site to pre-existing site conditions. This may require applying grass seed mix in areas where backfill material was installed. Seeding operations shall occur after April 15th and before October 1st.	I understand and I agree
Creation of Wildlife Snags	Through special approval from the City Urban Forester, the permit holder may seek to retain portions of dead trees as a wildlife snag to create wildlife habitat. Standing dead trees, called snags, provide birds and mammals with shelter to raise young and raptors with unobstructed vantage points. Large downed trees also provide important habitat for wildlife. The city will consider requests for wildlife habitat creation only in instances where the risk to public safety is sufficiently mitigated. Abutting property owners must commit to a maintenance agreement that includes bi-annual inspections by a Commercial Licensed Tree Service.	I understand and I agree
Spokane Conservation District	The Spokane Conservation District will accept 30-40 logs and the wood chips resulting from IRA grant removals for their Urban Wood Network program which will be free of cost to contractors for disposal. The Conservation District will take wood and arborist chips until they reach capacity. Once wood has moved through the Urban Wood Network, more space may become available for logs and/or wood chips. All drop offs must be approved and coordinated in advance with a Conservation District representative.	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.	1
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 (1).pdf
CONTRACTOR RESPONSIBILITY		

#1	Provide Washington State Contractor's Registration No.	BLUEBTC852PH
#2	Provide Contractor's U.B.I. Number	603511150
#3	Provide Contractor's Washington Employment Security Department Number	000-682463-00-4
#4	Provide Contractor's Washington Excise Tax Registration Number	603-511-150
#5	Provide Contractor's City of Spokane Business Registration Number	T18000190CTL
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		

Nondiscrimination Statement

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov.

I understand and I agree

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
TREE REMOVAL								
	1. Trees -2-12"	Remove - cut flush (less typical)	Base	task	1.00	\$400.00	\$400.00	
	1. Trees -2-12"	Remove + grind (typical), remove grindings, add soil and seed to match surrounding (if applicable)	Base	task	1.00	\$585.00	\$585.00	
	1. Trees - 2-12"	Remove grindings, add soil and seed to match surrounding (if applicable)	Base	task	1.00	\$150.00	\$150.00	
	Street Obstruction for Tree Removal - Trees 2-12"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	Tree	1.00	\$150.00	\$150.00	

	Stump grinding only - Trees 2-12" (not in conjunction with removal)	Grind only, remove grindings, add soil and seed to match surrounding (if applicable)	Base	stump	1.00	\$200.00	\$200.00
	2. Trees -13-24"	Remove - cut flush (less typical)	Base	task	1.00	\$1,850.00	\$1,850.00
	2. Trees -13-24"	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)	Base	task	1.00	\$2,100.00	\$2,100.00
	Street Obstruction for Tree Removal - Trees 13-24"	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	Tree	1.00	\$1,000.00	\$1,000.00
	Stump grinding only - Trees 13 - 24" (not in conjunction with removal)	Grind only, remove grindings, add soil and seed to match surrounding (if applicable)	Base	stump	1.00	\$400.00	\$400.00
	3. Trees - 25"+	Remove - cut flush (less typical)	Base	task	1.00	\$2,950.00	\$2,950.00
	3. Trees - 25" +	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)	Base	task	1.00	\$3,500.00	\$3,500.00
	Street Obstruction for Tree Removal - Trees 25+	Additional cost per tree for traffic control for arterial streets (when required by DSC)	Base	Tree	1.00	\$1,200.00	\$1,200.00
	Stump grinding only - Trees 25"+ (not in conjunction with removal)	Grind only, remove grindings, add soil and seed to match surrounding (if applicable)	Base	stump	1.00	\$600.00	\$600.00
Total Base Bid	\$15,085.00						

Truck and Equipment List

2021 Chevy 5500 Chip Truck

2020 Ford F350 Dump truck

2009 International 4300 with Terex Bucket Truck

2006 International 4300 Dump Truck

2019 Cat Skidsteer

2021 Bandit SG40 Stump Grinder

2020 CV International Dump truck

2018 Bandit 19xp Chipper

SUBCONTRACTOR LIST

PROJECT NAME: Tree Removal - on call - as needed

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 TRAFFICORP INC.

TYPE OF WORK/BID ITEM Traffic Control

AMOUNT \$ 5,000?

CONTRACTOR'S REGISTRATION NO. TRAFF** 857BL

CONTRACTOR/SUPPLIER Spokane Crane/Mach Movers LLC

TYPE OF WORK/BID ITEM Crane Lift

AMOUNT \$ 5,000?

CONTRACTOR'S REGISTRATION NO. SPOKACM 885DH

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: BLUEBIRD TREE CARE INC.

Business name: BLUEBIRD TREE CARE INC.

Entity type: [Profit Corporation](#)

UBI #: 603-511-150

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2950 E MURPHY RD
COEUR D ALENE ID 83814-6853

Mailing address: PO BOX 1549
COEUR D ALENE ID 83816-1549



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	Jun-30-2025	Jun-20-2015
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Apr-21-2021

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

Governing people	Title
LARSON, BENJAMIN	

Registered Trade Names

Registered trade names	Status	First issued
BLUEBIRD TREE CARE	Active	May-17-2022

The Business Lookup information is updated nightly. Search date and time:
10/21/2024 12:58:29 PM

Contact us

How are we doing?

Take our survey!

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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

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 PAC Insurance Group PO Box 1480 Airway Heights, WA 99001	CONTACT NAME: Kyla Malek PHONE (A/C, No. Ext): 509-244-6399 E-MAIL ADDRESS: kylam@pacinsurancegroup.com	FAX (A/C, No): 509-271-3775
	INSURER(S) AFFORDING COVERAGE	
INSURED Bluebird Tree Care Inc. PO Box 1549 Coeur D Alene, ID 83816	INSURER A : Red Shield Insurance Company	
	INSURER B : Berkshire Hathaway Homestate Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 00018622-0

REVISION NUMBER: 56


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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CNT019867	10/24/2024	10/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			02APM040391-02	10/24/2024	10/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE 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)

The Certificate Holder is Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 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  (KMM)
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Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: Nov 6, 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 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)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Cannon Hill Park Pond & Irrigation Renovation Design Services (\$150,000.00 plus tax)		
Begin/end dates	Begins: 11/14/2024	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>This design & engineering contract will produce designs and engineering plans to line the cannon hill pond, and replace the park irrigation system. Both improvements are intended to reduce the water consumption in the park while keeping the park character intact.</p> <p>The city solicited teams through RFQ 6176-24 and received responses from four design teams. Upon review, the committee recommended Place Landscape Architecture (PLA) as the firm best suited to perform the design & engineering required to renovate the pond and irrigation system.</p> <p>Phase I of the work includes site analysis, design, and engineering of pond and irrigation renovation with the goal of reducing water use, improve pond water quality, and eliminating waste.</p> <p>Phase II will include bidding support and construction administration and is not a part.</p> <p>This scope of work, deliverables, schedule and fee were negotiated with PLA and represent approximately 10% of the construction budget. City Staff recommend Park Board approval.</p> <p>The City did receive a protest regarding the selected team, which was rejected upon review by city staff as outlined in SMC 07.06.155: Bid Protests.</p> <p>ARPA Funded per Ordinance C36520, amended and passed on 6/11/2024 (section 21)</p>			
Motion wording:			
Motion to approve Place Landscape Architecture contract for Cannon Hill Park Pond & Irrigation Renovation Design Services for \$150,000.00 plus applicable tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Place Landscape Architecture			
Name: Joshua Trip		Email address: josh@place-la.com	Phone: 509 293-6743
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jweathermon@place-la.com	
Requester: bellison@spokanecity.org		laga@spokanecity.org	
Grant Management Department/Name:		mmurray@spokanecity.org	
		cwahl@spokanecity.org	
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$150,000.00 plus applicable taxes		Budget code: 1425-88155-94760-56414-97347 (ARPA Funds)	
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: 4/30/25		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION
CONSULTANT AGREEMENT
Title: CANNON HILL PARK POND &
IRRIGATION RENOVATION DESIGN SERVICES

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 **PLACE LANDSCAPE ARCHITECTURE, LLC.**, whose address is West First Avenue, Suite 204, Spokane, Washington 99201, as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide Landscape Architectural Design and Consultant Services for the Canon Hill Pond and Irrigation Renovation; and

WHEREAS, the Consultant was selected from RFQu 6176-24; and

WHEREAS, the City is authorized to expend ARPA funds for this Agreement with Ordinance C36520, amended and passed June 11, 2024 (Section 21); and

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

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 November 14, 2024, and ends on December 31, 2026, 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 Consultant's Proposal dated October 21, 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 **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, sales tax only applies to reimbursables. 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.

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. Only reimbursable costs, if any, will be taxed.

- 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 markup. 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;
- 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 sixty (60) 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 acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. 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 sixty (60) 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.

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 to this Agreement:

- Attachment A – Federal Certificate Regarding Debarment
- Attachment – ARP-CLFRF CFDA 21.027 Funding
- Attachment – General Terms and Conditions
- Attachment B - Consultant's Proposal dated October 21, 2024

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: <ul style="list-style-type: none">(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u> <ul style="list-style-type: none">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.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification	
The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.	
If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.	
1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?	
Yes <input type="checkbox"/> If yes, answer question 2 below.	
No <input type="checkbox"/> If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.	
2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?	
Yes <input type="checkbox"/> If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.	
No <input type="checkbox"/> If no, you are required to report names and compensation. Please fill out the remainder of this form.	
Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.	
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
The Grantee certifies that the information contained on this form is true and accurate.	
By:	
Title:	
Date:	

ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING

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

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

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

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

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

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

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

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

- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

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

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

- Closeout provisions (2 CFR 200.332(a)(6)).

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

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

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

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

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

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

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

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

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

3. OWNERSHIP OF DOCUMENTS

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

4. ACCEPTANCE PERIOD

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

5. COSTS TO PROPOSE

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

6. INTERLOCAL PURCHASE AGREEMENTS

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

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

9. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

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

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

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

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

least three (3) years after the contract is completed.

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

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

SPECIFIC GRANT RELATED LANGUAGE

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

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

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

18. CERTIFICATION REGARDING LOBBYING

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

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

20. CLEAN AIR ACT

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

1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

22. MAINTENANCE OF RECORDS

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

23. CONFERENCE ROOMS

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

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

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

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

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

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

25. TITLE VI STATEMENT

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

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

ATTACHMENT B



October 21, 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 Canon Hill Pond & Irrigation Rehabilitation

Dear Mr. Ellison:

It was a pleasure to speak with you recently about landscape architectural design and consultation for Canon Hill Pond and Irrigation. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of PLACE LA.

PLACE LA will provide rehabilitation design services for Canon Hill Pond and Irrigation Systems. Pond rehabilitation will significantly reduce water consumption, eliminate pond leakage, improve water quality, and enhance riparian habitat for local flora and fauna. The pond will also serve as a reservoir for automated irrigation. Offsite stormwater from Lincoln Street will be diverted out of the pond and managed on-site. A fully automated, high efficiency, weather based ET irrigation system will irrigate the park in an 8-hour watering window. Existing water meters may be consolidated to a larger single point of connection for the pond and irrigation system. A core goal of this project is that design and development of the proposed modifications will be determined through a collaborative design, or co-design process in partnership with City staff and respective neighborhood organizations. To this end, PLACE LA will validate the proposed project program, available funding, and host charettes with the City to determine infrastructure improvements that most effectively fulfill the intent and cost-effective use of available funding.

A topographic survey, historic geotechnical reports, and as-built plans/documents will be provided by City prior to beginning work. A cultural resource inventory has been deemed not required by the City. The pond has been classified as a "Beauty Pond" and therefore is not classified as a wetland and is exempt from further environmental regulations. The City may expand and extend the scope of this contract for additional project-related work including additional design, engineering, permitting, bidding, and construction administration if it is determined to be in the best interest of the City.

PLACE LA agrees to provide the scope of work as outlined herein (from City SOQ request RFQu 6176-24)

PLACE LA fees are estimated at approximately 10% of the maximum construction costs. A base project cost of 1.5m (excluding design and construction observation) is assumed.

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

<u>Task Name/Description</u>	<u>Begin</u>	<u>Target Completion</u>
Task 1 – Project Validation & Schematic Design	Oct 31, 2024	May 01, 2025
Task 2 – Design Engineering	May 02, 2025	Oct 19, 2025

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

SERVICES

Task 1 – Project Validation

- Attend project kickoff meeting with City staff,
- Perform comprehensive review of the existing conditions for proposed improvements,
- Prepare Schematic Design schedule for review, comment, and approval by City staff, incorporating revisions as necessary.
- Prepare existing site plan showing existing boundaries, easements and encumbrances, setbacks, topography, utilities, trees, ROW improvements, existing pedestrian circulation, and other information necessary to create a comprehensive existing site plan.
- Prepare a detailed itemized project budget with estimated costs for all plan proposed improvements, including tax, permit fees, and contingency. Submit to City staff for review, comment, and incorporate revisions as necessary to create the base bid and alternate(s) for bidding and construction.

TASK 1 PROPOSED FEE (19%), LUMP SUM: \$28,500.00

Tasks 2 – Design & Engineering

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

- Prepare schematic design to include, but not limited to the following:
 - Location of utilities in right-of-way improvements,
 - Preliminary stormwater drainage structure locations and approximates sizing,
 - Overall pond layout with proposed spot elevations and contours; and prepare typical section(s) and elevation(s) for improvements to adequately convey design intent,
 - Layout & location for equipment building, and other above grade improvements,
 - Location of interpretive panels,
 - Limits of construction activity, including clearing, grubbing & tree removal, etc.,
 - Preliminary 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 drywell location for Lincoln St offsite discharge pipe, 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.

60% Design Development. Upon Firm receiving notice to proceed with 60% design, PLACE LA will develop 60% design incorporating public feedback and written direction from City staff, Prepare 60% design development drawing package for City staff and public review. 60% to include but is not limited to:

- Demolition plans,
- Prepare erosion & sedimentation control plans,
- Prepare design for right-of-way (offsite) utility improvements, with details necessary for a thorough City staff review,
- Prepare water, sewer, grading and stormwater drainage / drywell locations, sizes with details necessary for a thorough City staff review,

- Prepare drainage report compliant with requirements of Spokane Regional Stormwater Manual and Spokane City / Spokane County building and planning requirements. Lincoln St stormwater calcs, flow rate, as-builts, etc. will be provided by City,
- Prepare aquatics plan for pond rehabilitation, liner, one-line diagrams and water use / quality calculations,
- Utility plans for pumps and electrical including power service improvements with details necessary for a thorough City staff review,
- Prepare detailed plans & construction details for equipment building, and other above grade improvements with details necessary for a thorough City staff review,
- Prepare landscape planting in and around pond area and restoration within the areas of disturbance, and irrigation plans, and other landscape improvements with details necessary for a thorough City staff review,
- Prepare project written specifications Coversheet & Table of Contents using CSI format (Masterformat) standards for organizing specifications. City to provide boilerplate and front end docs. Includes standard boiler plate sections for pond construction, irrigation and recirculation pumps,
- Prepare detailed itemized construction estimate for all improvements,
- Attend one (1) community engagement meeting to present updated plans and gather community feedback. Prepare meeting minutes after completion of meeting,
- 60% plans will be considered complete when all of the above have been submitted and approved in writing by the City.

90% Plans, Specifications, and Estimates. Upon Firm receiving notice to proceed with 90% design, PLACE LA will develop 90% design incorporating public feedback and written direction from City staff, Prepare 90% permit drawing package for plan check to include but is not limited to:

- Modify project scope elements (as directed by City Staff) to meet project budget,
- Prepare permit drawing package for all improvements including site plan, pond rehabilitation, buildings & structures, grading & drainage, utilities, landscape planting & irrigation, and electrical; 90% should include, but is not limited to:
 - Updates to all sheets included at 60% and relevant details,
 - Additional sheets, details, and information as required to secure required permits and construction of improvements.
 - Written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications,
- Update detailed construction estimate for all improvements,
- Prepare permit intake documents as required by City Dept of Planning & Development,
- Satisfactorily respond to plan check comments, revise as necessary, and obtain permit approval by City Dept of Planning & Development,
- 90% plans will be considered complete when all project drawings have been submitted to regulatory agencies and the 90% construction document set has been submitted and approved in writing by the City; and the permit approval has been received.

100% Plans, Specifications, and Estimates.

- Upon Firm receiving notice to proceed with 100% design, PLACE LA will develop 100% design incorporating all plan check and written direction from City staff,
- Prepare 100% construction document package for solicitation,
- 100% plans will be considered complete when project bid and construction package has been submitted and approved in writing by the City.

TASK 2 PROPOSED FEE (81%), LUMP SUM: \$121,500.00

Bid Support Services.

- Support City staff and prepare advertisement and bid form narratives articulating base bid and alternate(s) scope of work; prepare pre-bid meeting agenda to conduct (1) pre-bid conference with contractors, informing bidders of proposed improvements and answer questions. The project shall be bid as (1) construction contract. Bidders will be

responsible to submit pricing itemized as shown on the bid form with the low responsive bidder of all work being awarded the contract,

- Attend one (1) in-person pre-bid conference hosted by the City,
- Respond to bidder Q&A, preparing answers to questions and revising plans / details / written specifications as required to clarify project intent and control bidding,
- Bid Support services will be considered complete when project bids are received by the City and the City provides a written 'intent to award' a construction contract to the apparent low responsive bidder.

BID SUPPORT SERVICES ESTIMATED FEE: \$TBD

Construction Administration Support Services:

- Prepare 'schedule of submittals' for use in tracking the required submittals and shop drawings including the pending / approval status of those submittals and shop drawings,
- Review of contractor submittals for conformance with project construction documents,
- Periodic site visits & inspection as required to verify improvement locations, materials, and installation quality are consistent with construction documents,
- Site inspection at substantial completion and preparation of written 'punchlist' of work modifications required to achieve final completion of construction,
- Site inspection to backcheck successful completion repairs and modifications required in punchlist,
- Construction administration will be considered complete when construction of all improvements are physically complete.
- City shall provide daily construction management services for this project and shall host weekly construction meetings for the duration of the project. It is not intended that PLACE LA shall perform this daily management work nor attend/host the weekly construction meetings. Firm shall attend periodically as required to inform construction work.

CONSTRUCTION ADMINISTRATION SUPPORT SERVICES ESTIMATED FEE: \$TBD

Permits anticipated for this project include:

SEPA checklist, application & review,
Site development, grading, and electrical permits,
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 Tasks 1 and 2: **\$150,000.00**

Our monthly statements would reflect the percentages of completion indicated in items 1-2 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.

Mr. Berry Ellison
October 21, 2024

Thank you again for thinking of us for this important project. 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 (reflecting percentage complete) until work is complete.

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



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)

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	Land Committee	Committee meeting date: Nov 6th, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal M, Obj. 2.	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Alternative Use on Park Land Policy (previously titled "Non-Recreational Use on Park Land" policy)		
Begin/end dates	Begins: 11/14/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
<p>In recent years, the park board has received numerous requests from other public and private entities to use portions of Park Land for uses other than traditional park use (utility infrastructure, community facilities, vehicular and pedestrian access, etc).</p> <p>The Alternative Use on Park Land policy was developed to:</p> <ul style="list-style-type: none"> -provide a specific process for evaluating "Alternative Use" proposals, -provide criteria for how such proposals shall be approved and/or rejected, -ensure approved proposals provide a 'quantifiable net improvement to park land or a future benefit to park land and recreational programs as determined by the park board. <p>This policy replaces a 'Non-Recreational Use on Park Land' policy was adopted by park board in 1999.</p>			
Motion wording:			
Motion to approve the Alternative Use on Park Land policy.			
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	Garrett Jones		
Parks – Sarah Deatrich	Jason Conley		
Requester: Nick Hamad	Fianna Dickson		
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
budget neutral			
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: n/a	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
Business license expiration date:			

CITY OF SPOKANE
PARKS AND RECREATION DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-24-[#]

TITLE: ALTERNATIVE USE ON PARK LAND

EFFECTIVE DATE: April 8, 1999 (previously titled "Non-Recreational Use on Park Land")

REVISION DATE:

1.0 GENERAL

- 1.1 The purpose of this policy is to evaluate proposals for 'Alternative Use' (as defined below) on Park Land owned by the City of Spokane and controlled by the Spokane Park Board, and ensure such proposals provide a quantifiable net improvement to the city park system.
- 1.2 This policy is intended only to evaluate proposals for an "Alternative Use on Park Land" that requires the City of Spokane to transfer a real property interest to a third party. Third parties include all non-city entities, partner organizations, friends of groups, etc., and non-park divisions of the City of Spokane (utilities, fire, police, public library, N.H.H.S., etc.).
- 1.3 This policy is not intended to apply to proposals for park or park facility rentals, community events on Park Land, and park sponsorship.

1.4 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City of Spokane Parks and Recreation Land.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 “Alternative Use on Park Land” or “Alternative Use” - Any use of Park Land for other than Park Purposes. Examples of Alternative Use include utility infrastructure (regardless of location below, on or above grade), vehicular and pedestrian access routes crossing Park Land to adjacent property, temporary construction easements, facilities on Park Land which are not owned, maintained, or operated by city parks (including but not limited to those intended for recreational use), farming or agricultural uses, etc.

When granted by the Park Board, the right to use Park Land for an Alternative Use will be effective upon the complete execution of an Instrument of Agreement such as but not limited to, an Easement, Ground Lease, or Interlocal Agreement for Joint Use of Facilities, or Revocable License and Permit.

- 4.2 “Applicant” – The entity or individual proposing an Alternative Use on Park Land.
- 4.3 “Application Form” – Document to be completed by the Applicant which includes background information to Park Staff and Park Board regarding the Applicant’s proposal for an Alternative Use.
- 4.4 “Easement” – An agreement between the Applicant and Park Board granting a right over the Park Property for an Alternative Use and for a particular purpose. It is a non-possessory special interest in the Park Land, meaning it gives the easement holder a right, but no title or right of possession.

An easement is typically used for access related to Alternative Use on Park Land, such as a vehicular / pedestrian access or utility infrastructure.

- 4.5 “Ground Lease” – An agreement between the Applicant and Park Board granting a right to use Park Land for a particular purpose. It is a non-possessory interest in Park Land, meaning it gives the lessee a right, but no title or right of possession.

A Ground Lease is typically used for medium to long-term temporary Alternative Use on Park Land, such as libraries, water tanks, sports facilities, gyms and pools operated by the Applicant. A lease may include provision for extension beyond the initial term.

- 4.6 “Instrument of Agreement” - A legal document which records the execution of an agreement between the Park Board and Applicant, which establishes the associated rights, obligations and duties of the parties. See section 4.1 for typical Instruments of Agreement for Alternative Use on Park Land.
- 4.7 “Interlocal Agreement for Joint Use of Facilities” – An agreement between another local governmental unit and the Park Board for joint performance of functions and activities which they have the authority to perform.

An interlocal agreement is typically used to promote the maximum public utilization of public facilities and grounds owned by the city and other governmental units, minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer, such as the interlocal agreement with Spokane Public Schools for joint use of facilities, or interlocal agreement for the operation of Beacon Hill with Spokane County.

- 4.8 “Park Board” – The Spokane Park Board established pursuant to Article V of the Spokane City Charter.
- 4.9 “Park Board Mission” – The City of Spokane Parks and Recreation Division acquires, operates, enhances, and protects a diverse system of parks, boulevards, parkways, urban forest, golf courses, recreational, cultural, historical and open space areas for the enjoyment and enrichment of all.
- 4.10 “Park Property” or “Park Land” – Any land or lands controlled by the Park Board pursuant to Article V, section 48 of the Spokane City Charter. Includes both developed and undeveloped lands controlled by the Park Board.
- 4.11 “Park Purposes” – Physical improvements, recreational & leisure programs, or any facility or activity on Park Land which is consistent with the Park Board Mission and the goals and objectives identified in the current adopted Parks, Recreation, and Open Space Master Plan.
- 4.12 “Park Staff” – Administrative staff working for the Parks and Recreation Division of the City of Spokane.
- 4.13 “Quantifiable Net-Improvement to the City Park System” or “Quantifiable Net Improvement” – Specific compensation or other benefit from or by the Applicant in exchange for the right to use Park Land for an Alternative Use which, when combined with the loss of dedicated Park Land to the proposed Alternative Use, yields an overall benefit or enhancement to Park Land and/or recreational offerings for park users.

The computation of the Quantifiable Net Improvement may require the Applicant to provide to the Park Board the appraised value of the Park Property affected by the Alternative Use on Park Land, or the market value of the real property rights conveyed, which values may be considered by the Park Board to evaluate the application in the Park Board's sole discretion. Compensation appropriate to secure a Quantifiable Net-Improvement may be in the form of additional land dedication to parks, cash payment, rent payments, physical improvements to adjacent or nearby Park Land or assets, commitments to maintain park assets, etc.

For example, in exchange for a ground lease of approximately one acre of existing Park Land for a new library, the Instrument of Agreement provides the Applicant compensate the city with a dollar amount to be used for the construction of a new playground & associated appurtenances within the same park.

- 4.14 "Revocable License and Permit" – An agreement between the Applicant and Park Board for Alternative Use on Park Land. A revocable license and permit is typically used for short-term Alternative Use of Park Land, such as a temporary construction easement, landscaping, or a permitted encroachment on Park Land.

5.0 POLICY

- 5.1 The Park Board will consider each written Alternative Use on Park Land proposal that is submitted on a case-by-case basis and is under no obligation to approve the proposal, regardless of the proposed potential benefit to the Applicant or the City of Spokane.
- 5.2 Permission for an Alternative Use on Park Land may be granted or denied at discretion of the Park Board.
- 5.3 To initiate Park Board consideration of a proposed Alternative Use on Park Land, Applicant shall complete and submit an Application Form for Alternative Use on Park Land, together with relevant backup information and application fees, to Park Staff.
- 5.4 The Applicant shall be required to pay an application fee of \$300, intended to offset the cost for Park Staff to coordinate and review the Application Form.
- 5.5 The Applicant shall provide the necessary information in the Application Form for Park Staff and Park Board to evaluate the proposal.

- 5.6 For any Alternative Use on Park Land to be approved by the Park Board, the proposal must demonstrate that the Alternative Use on Park Land will provide a Quantifiable Net-Improvement to Park Land or a future benefit to Park Land and recreational offerings as determined by the Park Board.
- 5.7 Letters of support or opposition from neighborhood councils, stakeholders, and public affected by the proposed Alternative Use may be considered by the Park Board when considering the Alternative Use proposal.
- 5.8 Park Board may request Park Staff and their agents recommend to the Park Board specific Quantifiable Net-Improvement derived from approval of the proposal.
- 5.9 In considering whether the proposed Quantifiable Net-Improvement is acceptable, the Park Board may consider the market value of the real property rights conveyed by the proposal, including the benefit of the Alternative Use proposal to the Applicant and Applicant's property. An appraisal of this value may be required as noted in section 4.13.

For example, the Park Board may consider the increase in property value brought about by an easement over Park Land allowing access to a parcel of land that is otherwise inaccessible

- 5.10 The Applicant must provide the Park Board with financial assurance that all conditions of the proposed Alternative Use on Park Land can be met by the Applicant to the satisfaction of the Park Board and Park Staff.
- 5.11 The Park Board may place certain conditions on Alternative Use on Park Land approval.
- 5.12 The Alternative Use on Park Land should not compromise the ability of the adjacent remaining Park Land to function, and shall not restrict free access to the surrounding Park Land by the public, or result in potential or actual danger to public health and safety.
- 5.13 Unless otherwise agreed upon by the Park Board, the Applicant, and its successors or assigns shall be responsible for routine maintenance, daily operation, repair and replacement of improvements associated with and/or appurtenant to approved Alternative Use on Park Land.
- 5.14 Unless otherwise agreed upon by the Park Board, Alternative Use on Park Land approval may not be granted if the subject land is quantifiably environmentally sensitive, contain quantifiably unique habitat or life forms, or is classified as culturally significant due to documented historical significance, or other archaeological conditions as defined by Park Staff.

The Park Board may require the Applicant to provide to the Park Board studies or reports verifying the Park Land area proposed for Alternative Use is suitable for proposed use and does not contain quantifiably unique habitat or life forms, items of cultural significance, or geological hazards. Such study may include but not limited to phase I environmental site assessment, critical areas report, or cultural resource survey.

- 5.15 Unless otherwise agreed upon by the Park Board, an Instrument of Agreement shall not include terms which require the Park Board to fund site improvements or additional site security, or commit public funds to additional maintenance and/or capital replacement.
- 5.16 Any Alternative Use proposal for utility installation shall ensure utilities are installed underground to the maximum extent possible, unless it can be justified that an above ground installation is required, and such installation is acceptable to the Park Board, and it such installation will not interfere with the intended use and enjoyment of the Park Land.

6.0 PROCEDURE

- 6.1 The Applicant, or Applicant's representative, may or may not be required to attend the Park Board Land Committee meeting to discuss the proposal.
- 6.2 The Park Board Land Committee typically meets monthly. Park Staff will notify the Applicant of the specific meeting date, time and location the Alternative Use on Park Land proposal will be placed on the Land Committee's agenda.
- 6.3 Unless otherwise agreed upon the Park Board, all Alternative Use on Park Land proposals shall follow the below process:
 - 6.3.1 Applicant shall prepare and shall submit completed Application Form, together with any relevant backup documentation and application fees (if required) for proposed Alternative Use on Park Land. Application shall be submitted at least two weeks prior to appearing on the next regularly scheduled Park Board Land Committee meeting.
 - 6.3.2 Submitted Application Form and backup documentation shall be received & processed by Park Planning & Development Manager. Upon Receipt Park Planning & Development Manager shall distribute completed Application Form & materials to:

- i. Park Operations Director
- ii. Parks Management Team Member(s) responsible for subject property.
- iii. Park Board Land Committee

NOTE – Staff contact information can be found online at the City of Spokane Parks Division Staff Directory.

6.3.3 Park Planning & Development Manager shall review the Application Form for completeness & general compliance with policy, and if determined to be complete & generally compliant with policy, shall coordinate the placement of a 'discussion item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee Meeting.

- i. Prior to committee, Park Planning Manager shall route the application materials to members of parks management team potentially affected by the application for comment and input regarding the proposal.
- ii. If additional information is needed or revisions are required, Applicant shall coordinate with Park Planning Manager as required to provide required information.
- iii. If no Quantifiable Net-Improvement is offered by the Applicant, Park Staff may reject the application outright or request the Application Form be revised to include a net-improvement prior to Park Board Land Committee discussion.

6.3.4 Park Staff and/or the Applicant shall present the Alternative Use on Park Land proposal as a discussion item to the Park Board Land Committee to review the application and gather Park Board input and feedback

- i. If during discussion the Park Board Land Committee finds the application to be generally compatible with Park Land and determines the proposal yields a Quantifiable Net-Improvement to the City Park System, the committee will authorize Park Staff to coordinate with the Applicant to refine the proposal and prepare the applicable Instrument of Agreement and required backup materials (appraisals, maps, etc.).

Any special conditions or revision required by the Park Board Land Committee may be incorporated into the proposal during preparation of agreement documentation.

- ii. If during discussion the Park Board Land Committee finds the proposal is not compatible with Park Land and/or determines the proposal is not likely to yield a Quantifiable Net-Improvement to the City Park System (as determined by the committee in its sole discretion), then the committee will instruct Park Staff to discontinue work on the proposed Alternative Use on Park Land and/or reject the application.

6.4 Upon completion of a proposed Instrument of Agreement, Park Staff shall coordinate the placement of an 'Action Item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee meeting.

6.5 Park Staff and the Applicant shall present the Instrument of Agreement, along with the specific Quantifiable Net-Improvement to the City Park System to the Park Board Land Committee for a vote of approval.

6.5.1 If the Park Board Land Committee votes to approve the Instrument of Agreement, then the Instrument of Agreement will be placed on the agenda for the next regular meeting of the Park Board for final authorization. The Land Committee may approve the Instrument of Agreement with or without additional conditions.

6.5.2 If the Park Board Land Committee votes not to approve the Instrument of Agreement, the committee chair will either instruct the Applicant to either revise and resubmit the Instrument of Agreement with requested changes or will reject the Instrument of Agreement outright.

6.6 Upon approval by the Park Board Land Committee, Park Staff will present the Instrument of Agreement for consideration of the full Park Board. If the Instrument of Agreement is approved by the Park Board, it will be executed by all parties, filed & recorded as required by applicable city and county policies, and take legal effect.

7.0 RESPONSIBILITIES

7.1 The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

8.1 Application Form

APPROVED BY:

President, Spokane Park Board

Date

City Administrator

Date

Director, Parks & Recreation

Date

Assistant City Attorney

Date

APPENDIX – Application Form

Application Form - Alternative Use on Park Land

The purpose of this form is to gather relevant information regarding applications proposing an 'Alternative Use' on park land owned by the City of Spokane and controlled by the Spokane Park Board. Submitted applications will be reviewed by Park Staff for completeness, and completed applications and backup materials will be reviewed on a case-by-case basis by the City Park Board to determine whether the proposed alternative use is permissible or not. Permission for an Alternative Use on park land may be granted or denied only at the discretion of the Park Board. The Park Board is under no obligation to approve proposals, regardless of the proposed potential benefit to the Applicant or the City of Spokane.

The 'Alternative Use on Park Land' policy may be viewed in its entirety using the below link

Applicant Information

Name

First

Last

Applicant Organization (if applicable)

Email

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Phone Number

 - -

###

###

####

Park Property Affected by Proposal

Site Address

Parcel number(s)

Approximate area of park property impacted by proposal

Park Name (if applicable)

Applicant to Attach a map of the approximate area of park property impacted by the proposal

No file chosen

Proposal Classification / Proposed Type of Alternative Use: Check All That Apply

- Access across park land – vehicular
- Access across park land – pedestrian or bicycle
- Utility installation – At or above ground level
- Utility installation – Underground
- New construction – Permanent Structure

If none of the above, please describe

What is the proposed time duration for the alternative use

- Temporary, <1 year
- Temporary, >1 year, <10 years
- Perpetual
- Temporary, >10 years (enter length)

Applicant Proposal for Alternative Use

Briefly describe the proposed alternate use on park land, taking care to explain why the usage of park property is required, and the intended benefits to the applicant.

Is the proposed action primarily intended to benefit a private use on or near park land, or is it intended to benefit a public use on or near park land, or both? (select one)

- Private use
- Public use
- Both

If you selected 'private' or 'both' to the above describe the private use proposed and describe how the proposed alternative use will improve or enhance public park function.

OR

If you selected 'public' or 'both' to the above, describe the public use proposed and describe how the proposed alternative use will improve or enhance public park function.

Please summarize how this proposal will result in a 'quantifiable net improvement' to the city's park system (note – improvement of private land adjacent to public park land is not considered net improvement to park) – provide example

Per adopted park policy, for any alternative use on park land to be approved by the Park Board, the proposal must demonstrate the Alternative Use will provide a Quantifiable Net-Improvement to Park Land, and/or recreational offerings as determined by the Park Board. If no quantifiable net improvement is offered, the application may be rejected outright or requested to be revised to include such an improvement prior to consideration by the Park Board.

What is the appraised value of the subject park land?

\$.
Dollars Cents

If applicable, what is the estimated increase in value of the applicant's property as a result of an approved alternative use application.

\$.
Dollars Cents

Will this proposal displace an existing developed park use?

- Yes
- No

If you selected "Yes" to the above, please describe the specific use(s) or facility displaced and detail the specific relocation, improvement or compensation proposed to ensure public park functionality or access is restored and improved by this action.

Will this proposal disturb or develop existing undeveloped or natural park land?

- Yes
- No

If you selected "Yes" to the above, please describe the restoration or compensation proposed by the applicant to ensure offset the loss of free access.

Will this proposal remedy an existing problem within the park, repair a damaged or neglected portion of the park, or enhance the subject park?

- Yes
- No

If yes, please describe the specific improvement and how it will enhance public park function.

Is the use of public park land required to meet the applicant's desired goal, or can a similar outcome be achieved without the use of public park land?

- Yes, there are alternatives to the use of park land
- No, use of park land is required

NOTE – additional information specific to a proposal may be required by if deemed necessary by the Park Board to fully evaluate the proposal.

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Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: Nov 6, 2024	
Requester	Nick Hamad	Phone number: 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)	Goal C: Obj. 2&3	Master Plan Priority Tier: (pg. 171-175)	Second tier
Item title: (Use exact language noted on the agenda)	Resolution supporting Friends of Palisades land acquisition adjacent Palisades Park.		
Begin/end dates	Begins: 11/14/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
Resolution supporting the Friends of Palisades acquisition of several 10 acre parcels of land immediately adjacent Palisades Park.			
The Friends and their partners are considering acquisition of lands directly adjacent Palisades Park at their expense, and are requesting park board support of this endeavor prior to proceeding to ensure it is consistent with Park Board Goals.			
The Friends have also asked that park board consider reimbursing this acquisition at some point should funding to natural be secured.			
Motion wording:			
Move to approve resolution supporting Friends of Palisades land acquisition adjacent Palisades Park.			
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	nhamad@spokanecity.org		
Parks – Sarah Deatrich	aspell@spokanecity.org		
Requester: nhamad@spokanecity.org	avorderbrueggen@spokanecity.org		
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
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 type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION supporting Friends of Palisades acquisition of land adjacent Palisades Park.

WHEREAS, under the City Charter, the Spokane Park Board has exclusive jurisdiction and control over city park land and facilities located within and outside the City of Spokane, and

WHEREAS, the City of Spokane owns land known as Palisades Park that has been acquired and funded through private donation, the Spokane County Conservation Futures program and dedication by previous property owners, all of which land is outside the city limits of the City of Spokane and all of which is subject to Park Board control and authority, and

WHEREAS, the Park Board recognizes the outdoor recreational importance and value of the Palisades Park area for hiking, trail walking & running, mountain biking, horseback riding, birding, and other recreational activities, and

WHEREAS, the Park Board recognizes the value in continued partnership with other jurisdictions and organizations to meet shared community recreation and conservation goals,

WHEREAS, the Friends of Palisades is a community group which has provided stewardship of Palisades Park since 1984 and which currently has an MOU with Spokane Parks and Recreation (OPR2018-0284), and

WHEREAS, the Park Board has previously supported efforts to acquire additional public land within and adjacent to Palisades Park through the purchase of private land from willing sellers as they become available, and

WHEREAS, Spokane Parks does not have sufficient funds to dedicate to acquisition of additional natural land surrounding Palisades Park within the current department budget, and

WHEREAS, Spokane Parks has developed a program for citywide neighborhood park improvement levy, which if affirmed by a vote of the public, would provide annual funding dedicated to the future acquisition of natural lands, and

NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane Park Board that the Spokane Park Board hereby supports the Friends of Palisades and their agents' acquisition of land directly adjacent Palisades Park to hold in private ownership for future inclusion in Palisades Park; and

BE IT FUTHER RESOLVED that in the event appropriate funding is secured, the Park Board shall consider acquiring the additional natural land from the Friends of Palisades and their agents at the cost paid by those partners.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Recreation			Committee meeting date: 11/6/2024												
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 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)	G Objective 2			Master Plan Priority Tier:		First Tier										
				(pg. 171-175)												
Item title: (Use exact language noted on the agenda)	2025 Recreation Centers Contract Renewal for the combined amount of \$638,578 ~ Jennifer Papich															
Begin/end dates	Begins: 01/01/2025		Ends: 12/31/2025		<input type="checkbox"/> 06/01/2525											
Background/history:																
Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$638,578 is accounted for in the approved 2025 Recreation Budget. There has been no change to this amount from 2024. Centers are required to provide monthly recreation program reports and monthly related operational expenses when submitting their invoices. The Spokane Youth and Senior Center Association also presents a report quarterly to Park Board.																
<table border="0"> <tr> <td>\$31,350.....Corbin Senior Center.....601-138-602...exp 10/31/25</td> <td>\$30,970.....Project Joy.....601-594-598...exp 11/30/25</td> </tr> <tr> <td>\$80,000.....Hillyard Senior Center.....600-170-203...exp 2/28/25</td> <td>\$77,210.....Sinto Senior Center.....600-261-820...exp 6/30/25</td> </tr> <tr> <td>\$18,525.....Mid-City Concerns.....601-141-611...exp 11/30/25</td> <td>\$106,563...Southside Community Center.....601-298-234...exp 8/31/25</td> </tr> <tr> <td>\$41,800.....MLK Center.....601-237-277...exp 3/31/25</td> <td>\$39,947.....Southwest Community Center.....601-948-085...exp 4/30/25</td> </tr> <tr> <td>\$139,538...Northeast Youth Center.....602-205-146...exp 5/31/25</td> <td>\$72,675.....West Central Community Center.....600-409-809...exp 12/31/24</td> </tr> </table>							\$31,350.....Corbin Senior Center.....601-138-602...exp 10/31/25	\$30,970.....Project Joy.....601-594-598...exp 11/30/25	\$80,000.....Hillyard Senior Center.....600-170-203...exp 2/28/25	\$77,210.....Sinto Senior Center.....600-261-820...exp 6/30/25	\$18,525.....Mid-City Concerns.....601-141-611...exp 11/30/25	\$106,563...Southside Community Center.....601-298-234...exp 8/31/25	\$41,800.....MLK Center.....601-237-277...exp 3/31/25	\$39,947.....Southwest Community Center.....601-948-085...exp 4/30/25	\$139,538...Northeast Youth Center.....602-205-146...exp 5/31/25	\$72,675.....West Central Community Center.....600-409-809...exp 12/31/24
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\$139,538...Northeast Youth Center.....602-205-146...exp 5/31/25	\$72,675.....West Central Community Center.....600-409-809...exp 12/31/24															
Motion wording:																
Approval of the 2025 Recreation Centers Contract Renewal for the combined amount of \$638,578.																
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No																
If so, who/what department, agency or company: Signatures from each Center Executive Director																
Name:		Email address:		Phone:												
Distribution:																
Parks – Accounting																
Parks – Sarah Deatrich																
Requester: Jennifer Papich																
Grant Management Department/Name:																
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue																
Amount:			Budget code:													
\$638,578.00			1400-54180-76902-54201													
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 MRSC Roster - City of Spokane			<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)													
<input checked="" type="checkbox"/> UBI: see above Business license expiration date:			<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)													

2024 Q3 CENTER RECREATION PARTICIPATION TOTALS

	July September	August		Q3
Hillyard	1,259	2,277	3,552	7,088
Sinto	921	1,027	1,011	2959
Corbin	1953	2033	2447	6433
Southside	1,420	1,382	1,643	4,445
Southwest	625	377	99	1,101
MLK	1,558	1,704	1,340	4,602
NEYC	1,090	1,681	1,962	4,463
WCCC	1,643	1,280	2,038	4,961
Project Joy	962	822	978	2,762
Mid City	1,150	1,482	956	3,588
Q3 Participant Totals				42,402

2024 Q3 SYSCA Center Volunteer Numbers/Hours

	July		August		Sept.		Q3 Totals	
Hillyard	184	504Hrs	173	515Hrs	153	382Hrs	510	1,401Hrs
Sinto	164	490Hrs	128	416Hrs	156	469Hrs	448	1,375Hrs
Corbin	1,482	1,761Hrs	322	1,384	283	1318	2087	4,463Hrs
Southside	364	1,727Hrs	332	1,328Hrs	372	1,380Hrs	1068	4,435Hrs
Southwest	79	673Hrs	26	79Hrs	6	28Hrs	111	780Hrs
MLK	6	64Hrs	36	36Hrs	34	34Hrs	76	134Hrs
NEYC	21	91Hrs	10	40Hrs		Hrs	31	131Hrs
WCCC	37	296Hrs	20	128Hrs	15	60Hrs	72	484Hrs
Project Joy	25	90Hrs	19	64Hrs	178	1,250Hrs	222	1404Hrs
Mid City	51	178Hrs	54	183Hrs	44	151Hrs	149	512Hrs
<i>Equivalent to \$246,137.32 in min. Wage</i>			Q3 Total Volunteers				4,774	
			Q3 Total Hours				15,119	

Corbin Senior Center

Executive Director: Claudia Ouwerkerk

SYSCA

Spokane Youth & Senior Centers Association

New Programs:

- Luminosity- 6-week course
- Uncover Your Heritage- Ancestry.com
- Computer Basics for Seniors
- Bible Study
- Canasta Fridays



- 32 Community Partners
- 52 Tours since January
- Over 5,000 Meals served
- Received 3 grants from Community Foundations
- New Roof and Gutters

Hillyard Senior Center

Executive Director: Tony Cane



•Community Events:

- *Bingo Night Fundraiser, Croquet Fun Day, Sinto Senior Center Chili Cook-Off, Ballroom Dancing and Circle Moon Theater. Murder mystery show.*

•Creative & Craft Classes:

- **July:** Spice Blends & Cooking – creating custom spice blends
- **August:** Decoupage Art – custom decoupage designs
- **September:** Fabric Print Tote Bags – hands-on creative expression

•Health & Wellness Initiatives:

- **Aqua Exercise** – held throughout the summer at Hillyard Pool
- **Silver Striders Walking Group** – weekly meetups at beautiful locations across Spokane for active seniors
- **Gardening Class** – seniors grew their own tomato plants and took them home!!!

•Intergenerational Collaboration:

- **Ceramic Class** – Senior instructors taught ceramics basics to students, fostering connections across generations and sharing experiences, perspectives, and skills.

•Trips and Excursions:

- *Pendleton, OR:* Overnight Underground Tour exploring regional history.
- *Gardner Caves:* Guided hiking tour for highly mobile seniors needing more out of their activities!

MLK Center

Executive Director: Freda Gandy

SYSCA

Spokane Youth & Senior Centers Association



Mobile Clinic

COMING TO YOUR NEIGHBORHOOD!

Date: Nov 20, Dec 4, 2024

Time: 11am-3pm

Location: Dr. Martin Luther King Jr. Center
500 S Stone St, Spokane, WA 99202

Services:

Medication Refills, Wound Care, Treatment of Acute Injury and Illness, Referrals for Primary Care/Specialist, Lab Draws, COVID Vaccine, Flu Vaccine

Everyone Welcome • chas.org



MLK Center Has partnered with CHAS to have the Mobile Clinic at the Center on the first & third Wednesdays of every month.

SYSCA

Spokane Youth & Senior Centers Association

Northeast Youth Center

Executive Director: Sheila Geraghty



Northeast Youth Center started out the 3rd Qtr of 2024 continuing our 10 weeks of summer camp. Our kids were able to go on almost two field trips per day! They went to over 10 City parks and splash pads, Green Bluff, Pattesons, North Bowl, Get Air, We Play, Mobius, Shadle Library and the Northwest Rail Museum. They went hiking and paddle boarding with Peak 7. The Center received funding from Parks & Rec to purchase a new commercial stove with a griddle to better make the kids favorite quesadillas and grilled cheese. We also received a grant from Marie Lamfrom Foundation, OSPI, BECU and City of Spokane CDBG. Plans are underway for our annual fundraiser next March 29 at NQRC. Our theme is HILLYARD ELEMENTARY!

Mid City Concerns

Executive Director: Owen Esperas

SYSCA

Spokane Youth & Senior Centers Association



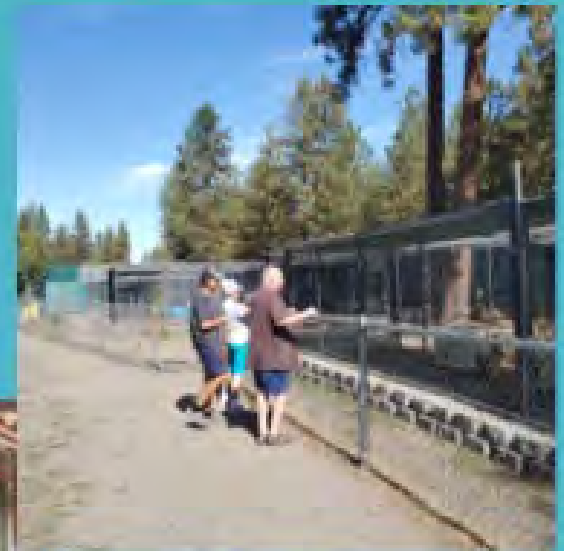
Birthdays are better celebrated at Mid-City Concerns



Karaoke Fun



Senior Cinema Movie Day with the Garland Theater



Cat Tails



SYSCA

Spokane Youth & Senior Centers Association

Sinto Senior Center

Executive Director: Donna Holten

Summer 2024

This year we were very busy with Traveling to Leavenworth for an Overnight Trip at the Sleeping Lady Resort, we met the artist who was cleaning the sculptures in the garden.

We were treated to a Barbeque by the Senior Action Network (SANEWA) which drew in a total of 80 members which was a great turnout and lots of people who have not been here were able to come and catch up on what is happening.

We had our annual Chili Cook off with a Silent Auction and 50/50 Raffle, there were 60 people attending with 6 different chilis to choose from. Our own Ann Lungo was crowned the winner. This event attracted members from other Centers to come and see what we offer.



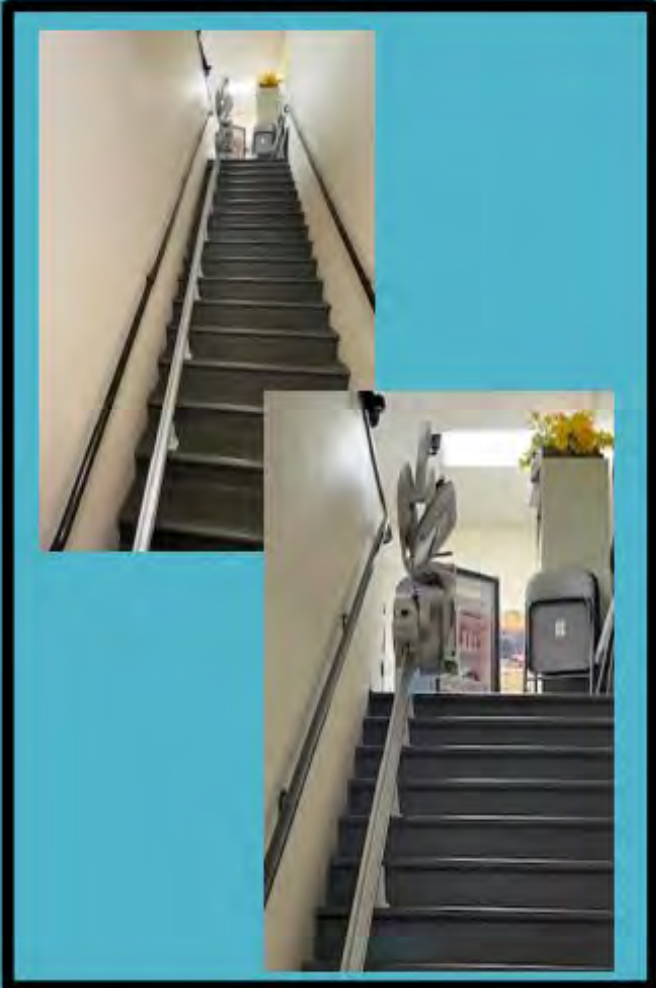
SYSCA

Spokane Youth & Senior Centers Association

Project Joy

Executive Director: Harlan Henderson

Stair Lift



New Performers



Karen
Malisini



Semper
Fi



Mystery
Trio

- The major highlight of the 3rd quarter was the installation of the chair lift at the Project Joy office. Anyone who could not access our office because of not being able to use the stairs, now has access using the stair lift. Thank you to all who contributed to make this possible.
- We also added some new performers to our list of entertainers. The new performers are pictured here.
- We continue to hear from the care and retirement centers how much their clients enjoy having the opportunity to enjoy such great entertainment.

SYSCA

Spokane Youth & Senior Centers Association

West Central Community Center

Executive Director: Kim Ferraro

Between the months of July and September our kids were able to:



..take more
self-defense lessons.



..get active on at the
roller rink.



..spend some time on the
lake.



SYSCA

Spokane Youth & Senior Centers Association

Southside Community Center

Executive Director: Steve Yunk

New Member Luncheon 4 New Members

1st Annual Wii Bowling Tournament for Collaboration with other Centers.

Road Trip for some good Food.



SYSCA

Spokane Youth & Senior Centers Association

Southwest Community Center

Executive Director: Mark Reilly



SYSCA

Spokane Youth & Senior Centers Association

**Thank you, Park Board
For your Continued Support**

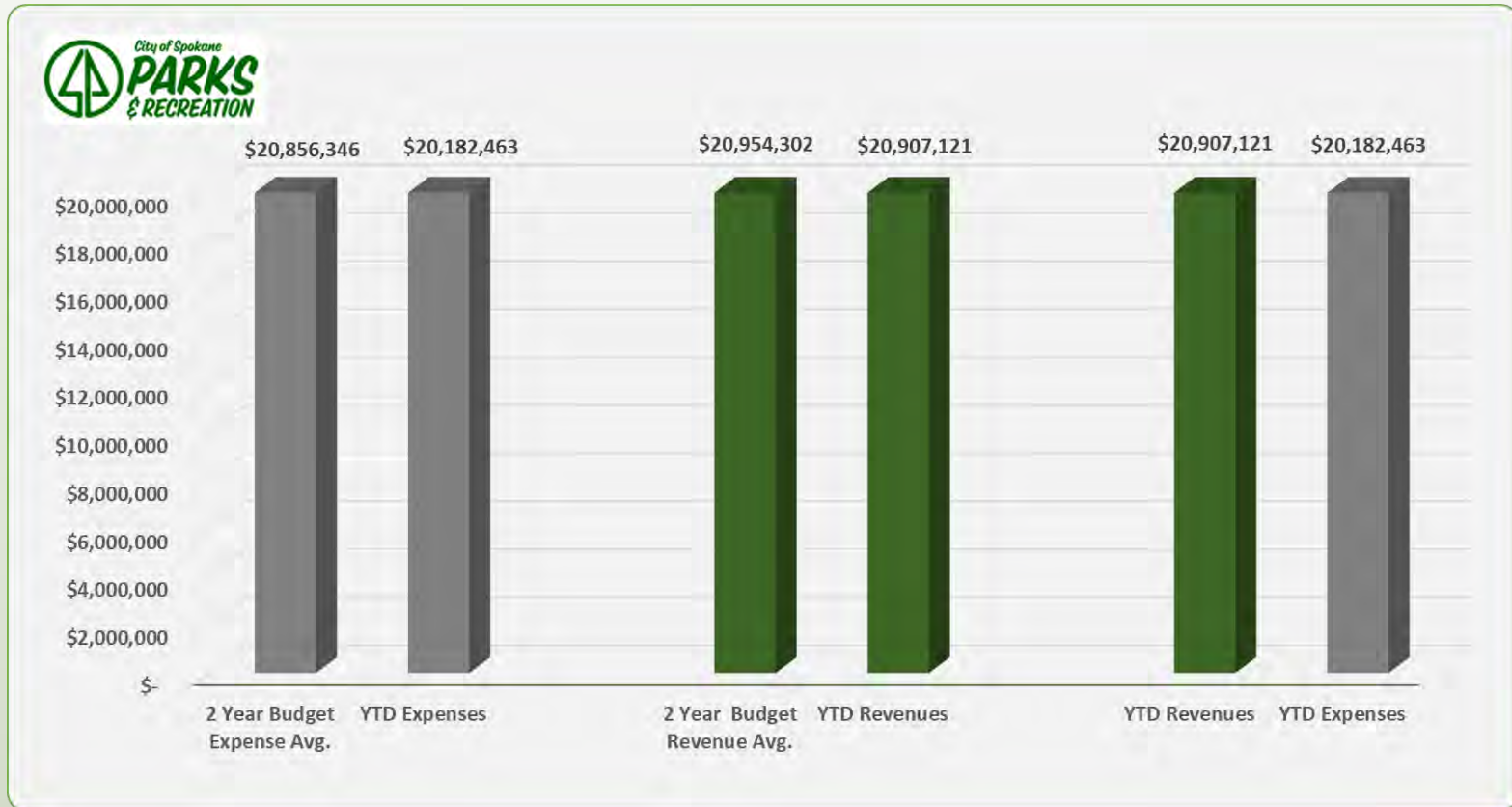


City of Spokane
**PARKS
& RECREATION**

*October '24
Financials*



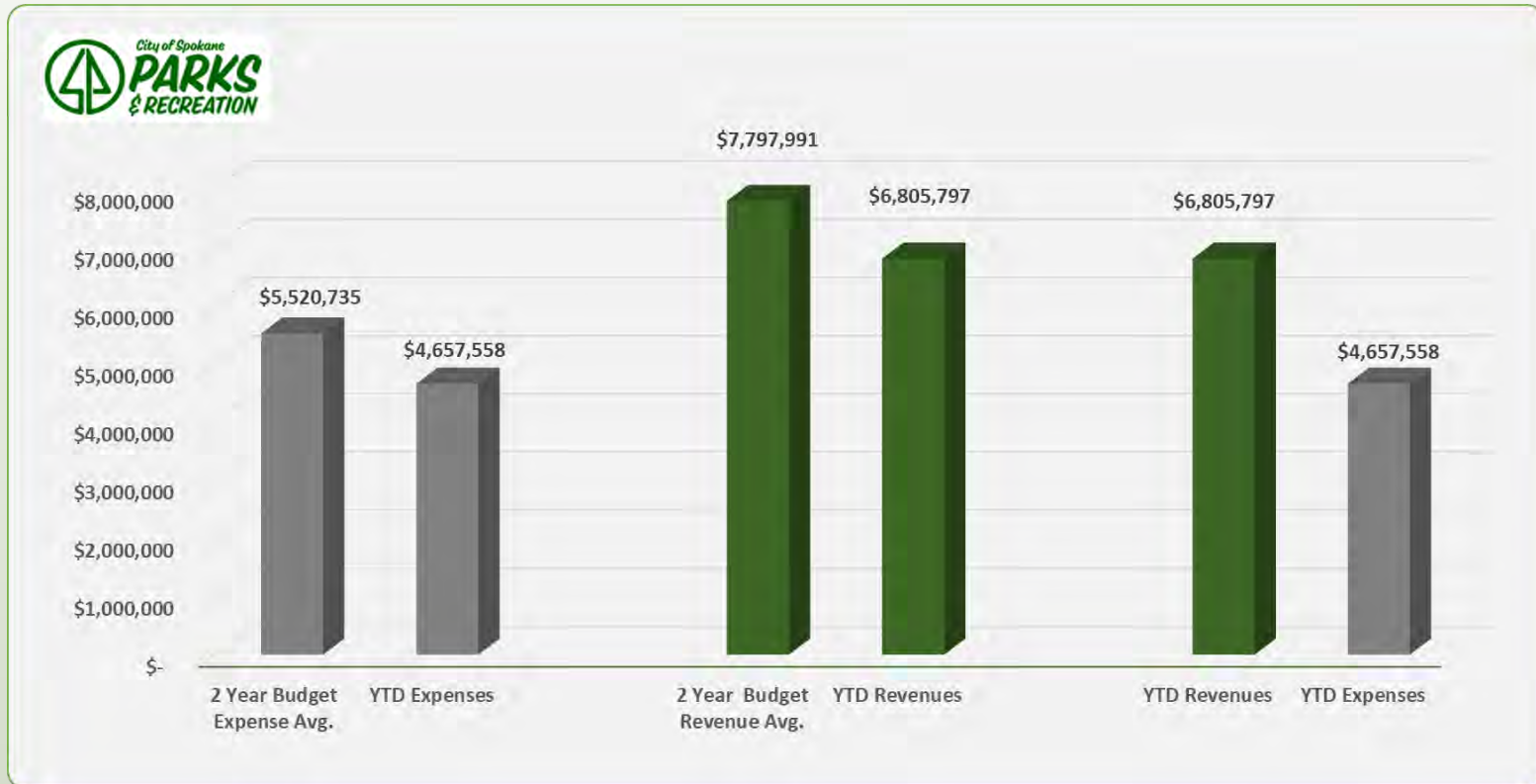
Parks Financials



Key Concepts:

- October was flat with a net loss of only \$58,212.
- Year-to-date, Parks has earned 82% of budgeted revenues and spent 79% of budgeted expenses.
- Year-to-date revenues exceed expenses by \$724,658.

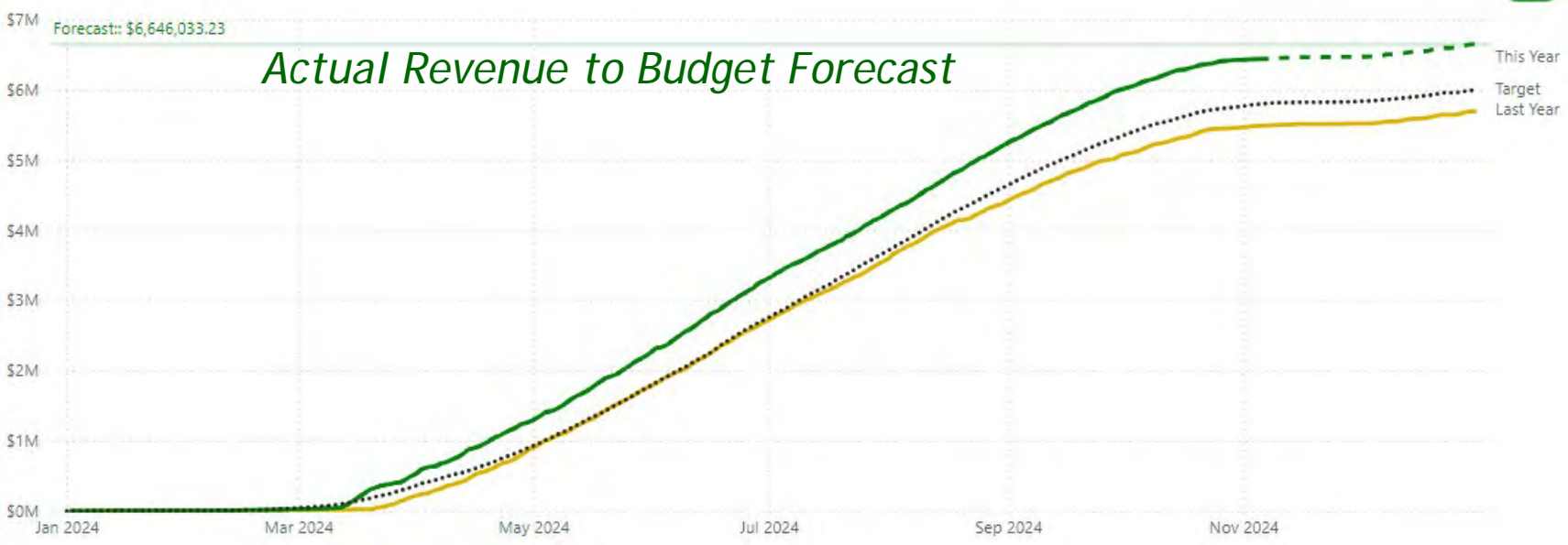
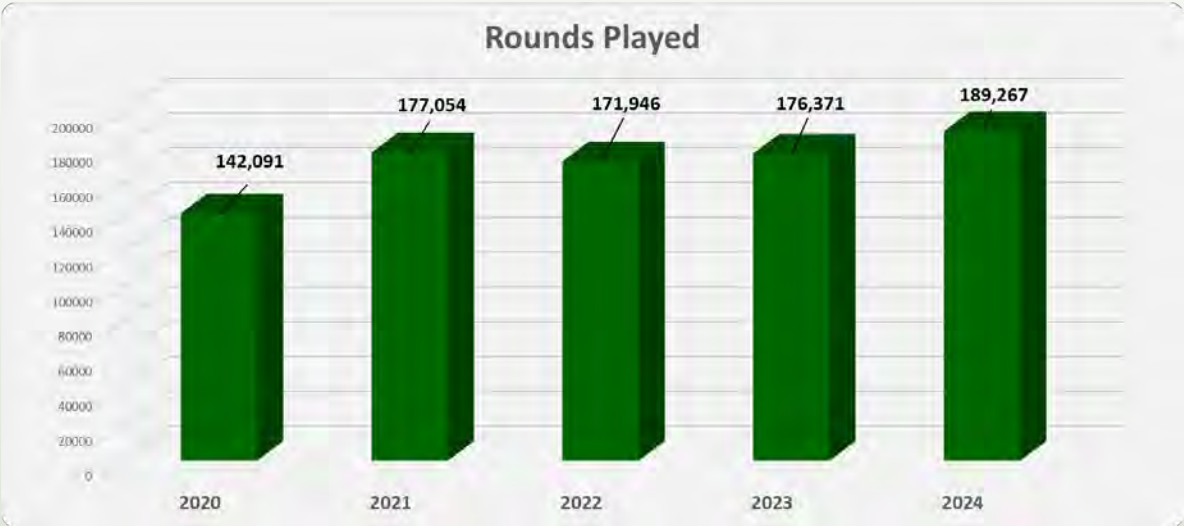
Golf Financials



Key Concepts:

- October was a net loss of \$213,000, primarily due to course improvements for Indian Canyon bunker renovations and Downriver cart path improvements.
- Year-to-date, golf has earned 111% of budgeted revenues and spent 84% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$1.6 million (FIF and debt payment excluded).

Golf Scorecard





City of Spokane
**PARKS
& RECREATION**



*Questions Or
Comments?*

Spokane Park Board

Briefing Paper



Committee	N/A			Committee meeting date: N/A
Requester	Garrett Jones		Phone number:	
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)	8 Goals / 13 Objectives	Master Plan Priority Tier: (pg. 171-175)	First & Second	
Item title: (Use exact language noted on the agenda)	A resolution regarding citywide park improvement and safety levy			
Begin/end dates	Begins: 11/14/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
Background/history:	<p>This resolution requests City Council indefinitely defer the citywide park improvement and safety levy to allow for a partnership with Spokane Public Schools for citywide neighborhood investment.</p> <p>The resolution also supports a thoughtful partnership with Spokane Public Schools to invest in improving parks, facilities, and programs to support active, healthy & safe neighborhoods citywide.</p>			
Motion wording:	Motion to approve a resolution regarding the citywide park improvement and safety levy.			
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:	Bob Anderson / Gerry Sperling Betsy Wilkerson Garrett Jones Jason Conley Nick Hamad			
Parks – Accounting				
Parks – Sarah Deatrich				
Requester: Bob Anderson				
Grant Management Department/Name:				
Fiscal impact: <input 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)			

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION requesting City Council indefinitely defer the Citywide Park Improvement and Safety Levy to allow for a partnership with Spokane Public Schools for citywide neighborhood investment.

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks & natural lands within and outside of the City of Spokane; and

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, City spending on parks has significantly decreased as a portion of the City's budget since a City Charter change and removal of an automatic fixed levy of property tax for park purposes in 1983 (RES 83-72); and

WHEREAS, there has been no substantial citywide investment in the City's neighborhood parks since 1999 and neighborhood park conditions have slowly deteriorated as a result; and

WHEREAS, for example, 2/3 of all park playgrounds, 1/2 of all park restrooms, and 1/4 of all park sport courts citywide require complete replacement to restore and continue service; and

WHEREAS, without additional funding dedicated to the renovation, replacement, enhancement, and addition of neighborhood parks citywide, the level of park service within the community will be significantly reduced; and

WHEREAS, the Park Board will be required to remove deteriorating playgrounds, restrooms, sport courts, and park grounds from service without additional funding dedicated to the ongoing renovation, replacement, enhancement of these facilities, amongst others; and

WHEREAS, commencing in February of 2021 and culminating in the "Healthy Parks, Healthy Neighborhoods" park investment program, the Park Board and its agents dedicated over 3.5 years of staff time and financial resources to completing park system assessments, conducting substantial award-winning public outreach regarding the city park system, and convening an ad-hoc executive committee of city leaders to develop a thoughtful and affordable method for improving the City's neighborhood parks to better meet citizen expectations; and

WHEREAS, on October 12th, 2023 the Park Board adopted the “Healthy Parks, Healthy Neighborhoods” park investment program and recommended City Council place a single year levy lid lift measure of approximately \$0.29/\$1,000 of assessed valuation on the February 13, 2024 ballot to fund the adopted citywide park capital and operational improvements (OPR 2023-1088); and

WHEREAS, the “Healthy Parks, Healthy Neighborhoods” park investment program is an affordable investment in the health, safety, and welfare of the Citizens of Spokane, and is therefore a key component with the City’s commitment to improving community public safety.

WHEREAS, recent previous investments within Spokane’s neighborhood parks in Liberty Park and Dutch Jake’s Park have empirically shown physical investment in the renovation, replacement, and improved maintenance of public park spaces reduces criminal calls for service and improves perceived safety within and adjacent to those investments; and

WHEREAS, after over 4 years of thoughtful analysis, public engagement, and committee evaluation, it is the opinion of the Park Board the citizens of Spokane be given an opportunity to vote on a neighborhood park improvement measure promptly after the city engaged the public to determine community priorities and desires for improvements to city park service; and

WHEREAS, on December 4th, 2023 City Council adopted a ballot resolution placing the citywide neighborhood park improvement levy on the August 06, 2024 election (RES 2023-0095); and

WHEREAS, on April 25th, 2024 City Council amended the ballot resolution top defer the citywide neighborhood park improvement levy to the February 11, 2025 election (RES 2023-0095); and

WHEREAS, the previous deferral of the planned park levy has allowed time to explore a partnership between Parks and Spokane Public Schools which further enhances community value through joint planning of proposed community investments and programs; and

NOW, THEREFORE,

BE IT RESOLVED the Park Board requests the City Council indefinitely defer the Citywide Park Improvement and Safety Levy until a later date in 2025 which aligns with future partnership opportunities between the City of Spokane and Spokane Public Schools, and

BE IT FURTHER RESOLVED the Park Board supports a thoughtful partnership with Spokane Public Schools to invest in improving parks, facilities, and programs to support active, healthy & safe neighborhoods citywide.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney



Healthy Parks, Healthy Neighborhoods

Resolution



Today's Resolution

Asks the City Council to defer the levy ballot measure from February to a later date in 2025 (to be determined), to align with partnership opportunities being explored

Why explore a partnership with Spokane Schools?

Previous deferral allowed us to explore:

- **Mission alignment – Parks Master Plan**
 - Thriving neighborhoods - investments in every neighborhood
 - Wellness
 - Youth development
 - Safety, maintenance, operations
- **Building on past successes**
 - Land coordination (middle schools, libraries, dog parks)
 - Mutual use (larger gyms for Parks activities, collaborative programming)



What community needs could we possibly address together?

Enhance community value through joint planning of investments and programs

- Aging infrastructure & facilities
- Extremely high demand for sports and recreational spaces
- Limited opportunities for art & culture
- Lingering concerns for safety in public spaces
- Desire for improved facilities maintenance & operations
- Critical need for access to early learning
- Enormous implications to provide youth alternatives to screens



The Resolution

- BE IT RESOLVED the Park Board requests the City Council indefinitely defer the Citywide Park Improvement and Safety Levy until a later date in 2025 which aligns with future partnership opportunities between the City of Spokane and Spokane Public Schools, and
- BE IT FURTHER RESOLVED the Park Board supports a thoughtful partnership with Spokane Public Schools to invest in improving parks, facilities, and programs to support active, healthy & safe neighborhoods citywide.

Next Steps



November 14

**Park Board resolution
requesting City Council
remove the levy from
February 2025 ballot and
leave a future 2025 date
open**



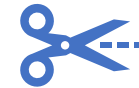
November 18

**PIES committee of City
Council**



December 2

City Council vote



December 13

**Deadline to remove levy
from February ballot**



Q1 2025

**Public outreach &
education kick-off for
levy initiative later in
2025**

Inflation Reduction Act Update

Urban and Community Forestry Grant

Park Board November 14, 2024



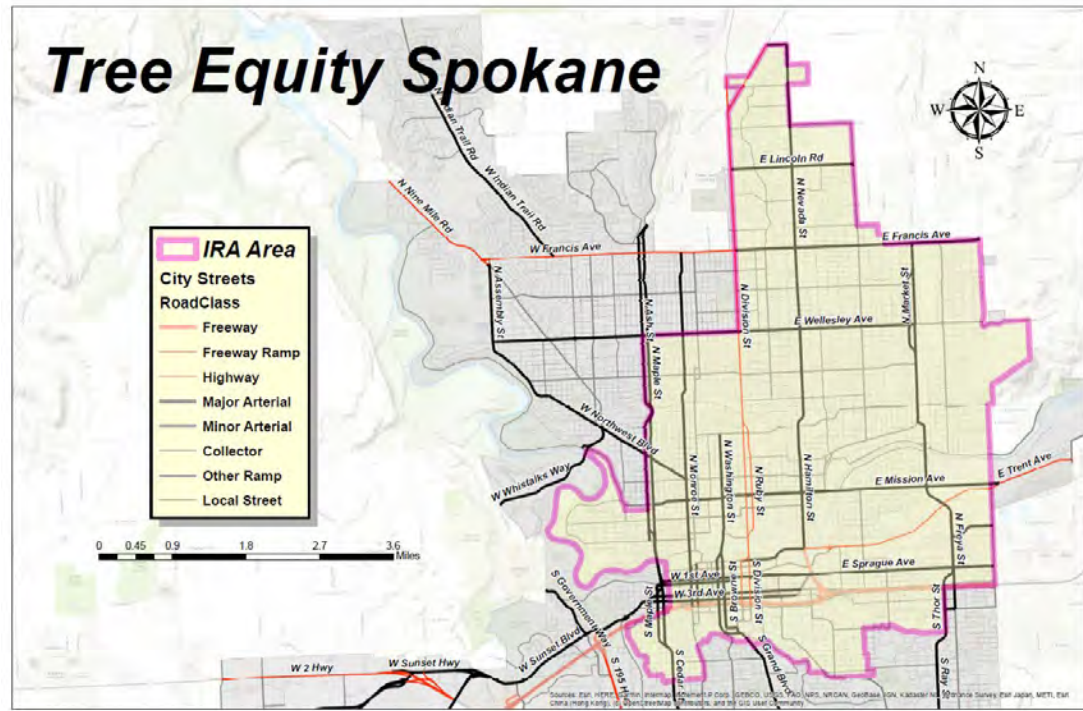
IRA Urban and Community Forestry Grant

1+ Billion in Nationwide Investments

Spokane Urban Forestry Award Amount-
\$6,000,000

- ▶ Tree Maintenance, Planting, Education & Outreach
- ▶ Within the boundaries of the City of Spokane on City properties
- ▶ All tree planting and maintenance work must be performed in disadvantaged communities that are marginalized, underserved, and overburdened by pollution and underinvestment, boundary
- ▶ Grant Requirement

Climate & Economic Justice Screening Tool



Sub Award for Outreach & Education to the Lands Council complete

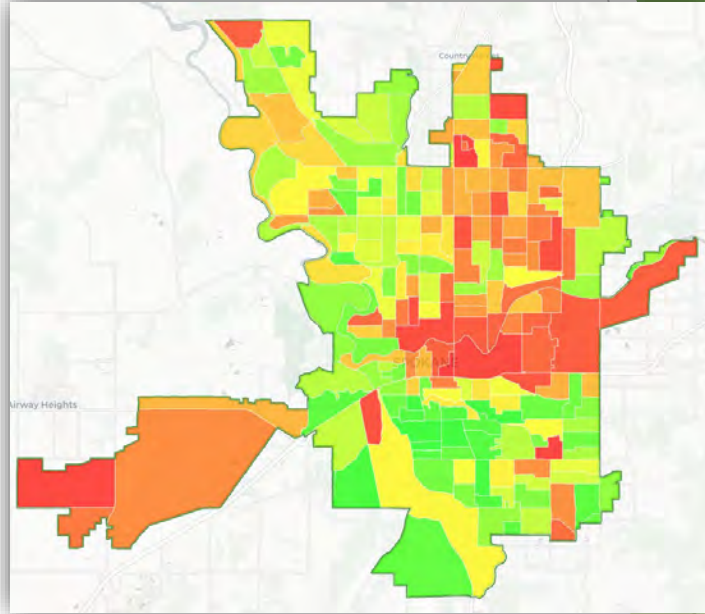
- ▶ Find homes for approximately 250 trees each planting season
- ▶ Secure commitment to care
- ▶ Provide education about tree care (mostly watering)
- ▶ Conduct summer health checkups for new trees & provide extra assistance
- ▶ 10 or more coordinated community outreach events per year to garner CEJST tree planting locations
- ▶ 2 (smaller scale) volunteer planting projects per year
 - October 18th, Nevada Heights 15 trees planted





Order by which neighborhoods to receive work established using census data and TreePlotter software:

- ▶ Low existing canopy
- ▶ Low income
- ▶ Population below poverty
- ▶ Vulnerable population
- ▶ Unemployment %
- ▶ Neighborhood work order can be found on website



Tree Planting - Fall 2024

- ▶ Free tree sign ups and commitment to care coordinated by the Lands Council
- ▶ 5 species choices for fall
- ▶ 2 contracts secured and contractors planting now
- ▶ 1 planting contract delayed - on consent agenda today
- ▶ Trees purchased by Spokane Conservation District's Urban & Community Forestry grant
- ▶ Stored & cared for at the Quarry nursery
- ▶ Future project with DSP to offer replacement trees in Riverside neighborhood that property owners can claim and have planted with certified and licensed city arborists

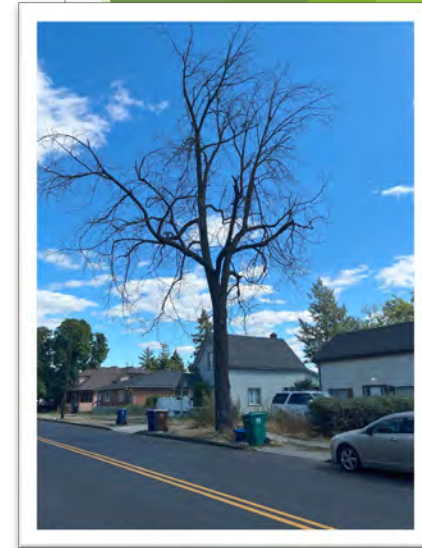
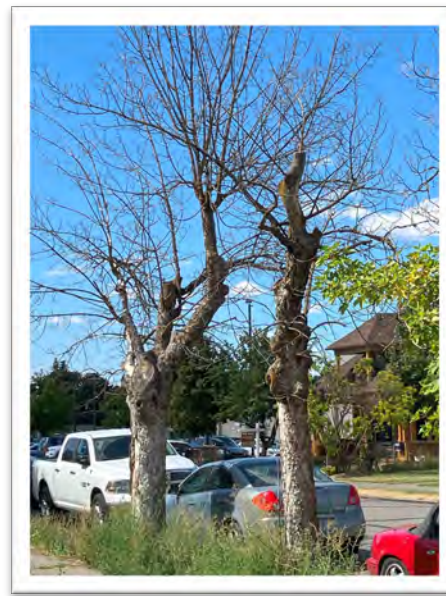


- ▶ Neighborhoods planted this Fall
 - ▶ Hillyard, Nevada Heights, Shiloh Hills, Logan, Minnehaha, Chief Garry, Cliff-Cannon, Bemiss
- ▶ West Central and Emerson Garfield planting happening now
- ▶ 141 trees
- ▶ Plans to boost Spring/Fall 25' planting numbers to make up for late start



Tree Maintenance-Removals

- ▶ Packaged by neighborhood
- ▶ Several neighborhoods at a time depending on volume
- ▶ 1-71 trees per neighborhood
- ▶ 3 contractors chosen
- ▶ Contract requests- pending approval today
- ▶ 380 dead tree & 41 stumps identified for removal
 - ▶ possibility for more to be discovered as work progresses
- ▶ Highest # Logan- 71 Lowest- Rockwood and Lincoln Heights- 1
- ▶ Wood chips and 30-40 logs brought by contractors to Spokane Conservation District for Urban Wood Network- possibility for more



Tree Maintenance-Pruning

- ▶ Contractor bids submitted 9/16
- ▶ 3-4 expected to be chosen
- ▶ Contract requests to be presented to Committee and Park Board in January 2025
- ▶ *Major Issues*- reduce risk, street & sidewalk clearance, large deadwood, formative pruning of young trees
- ▶ Specific tasks with unit pricing ensuring funding goes as far as possible
- ▶ Contractors asked to mulch trees after pruning where there is room



Progress Update

- ▶ Project Start Date: February 2024 *to 2029*
- ▶ All 15 neighborhoods vetted for dead and very poor trees- **380 trees and 41 stumps**
- ▶ Scopes of work created with detailed requirements for contractors
 - Pre-Bid meeting held for 3 scopes September 6th
- ▶ Bids returned 9/16
- ▶ 2 Planting contracts secured
- ▶ Utility locates for tree planting sign up sites ongoing and final markings being made
- ▶ Small volunteer planting in Nevada Heights neighborhood 10/18- 15 trees
- ▶ 10/22 Visit from Stephen Baker, Urban & Community Forestry Program Manager with the USDA FS
- ▶ Website SpokaneParks.org/TreeEquity with project information complete
 - ▶ Timelines for neighborhood work, acknowledgement, neighborhood maps, link to CEJST tool, FAQ's, sign up for trees
- ▶ 2 neighborhood council meetings attended to share information about project
- ▶ Minnehaha today
- ▶ Truck magnets for contractors to display acknowledging project and funding sources
- ▶ Program Brochure
- ▶ 3 Removal contracts for approval today



Thank you!

Amber Ramirez
Spokane Urban Forestry
509-363-5499
aramirez@spokanecity.org



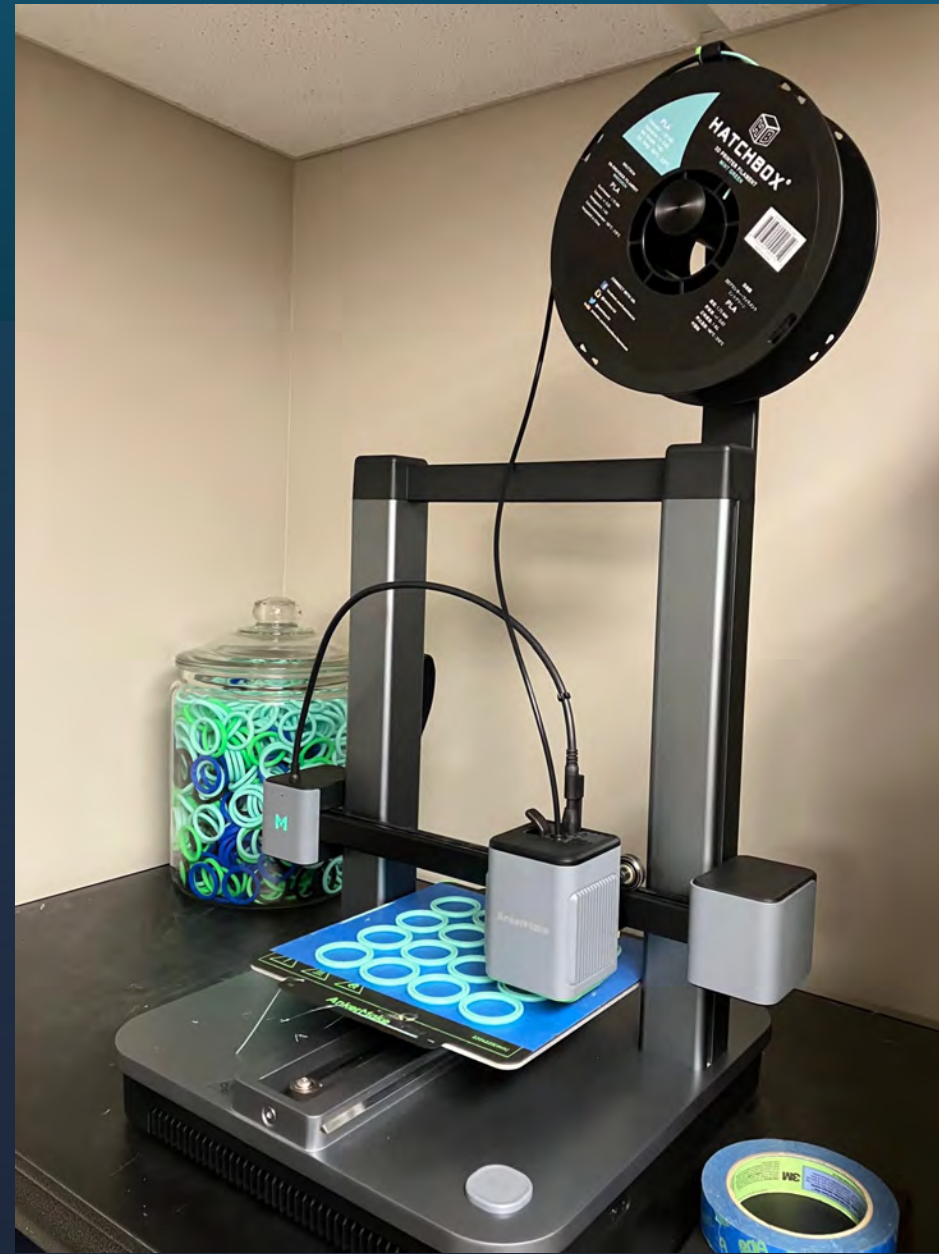
SpokaneParks.org/TreeEquity



October 2024













OPENING DAY

Saturday, Nov. 16
11 am - 9 pm



COACHES CORNER

ICE SKATING LESSONS



NUMERICA CREDIT UNION
Tree Lighting Celebration
SAT - NOVEMBER 30
riverfront SPOKANE

A festive banner for the Tree Lighting Celebration, featuring a dark green background with white snowflakes, hanging ornaments, and the NUMERICA CREDIT UNION logo. The text "Tree Lighting Celebration" is in large white font, with "SAT - NOVEMBER 30" in a smaller font below it. The riverfront SPOKANE logo is in the bottom right corner.

riverfront SPOKANE
DJ NIGHT
on the ice
presented by
Coca-Cola

A banner for DJ Night on the ice, featuring a blue background with a white ice skater, musical notes, and stars. The text "DJ NIGHT" is in large white font, with "on the ice" in a smaller, cursive font below it. The riverfront SPOKANE logo is in the top left corner, and the Coca-Cola logo is in the bottom right corner.

Riverfront Market
Saturday, Nov. 30
12:00 - 7:00 PM

A festive banner for Riverfront Market, featuring a blue background with a green Christmas tree, a reindeer, and a market stall. The text "Riverfront Market" is in large white font, with "Saturday, Nov. 30" and "12:00 - 7:00 PM" in smaller text below it.



Regan Farmer





From: Jeff Lambert [Redacted]
Sent: Thursday, November 14, 2024 11:17 AM
To: Paul Kropp; Hamad, Nicholas; Deatrich, Sarah
Cc: Lunell Haught; Daniel Schaffer
Subject: Re: Park Board draft policy on easements etc . . .

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi everyone,

I have several comments on the draft Alternative Use Policy. It is nicely done and covers most of the issues of conservation interest.

1. Parks shall reject all requests for access easements if there is already a public right-of-way even if the ROW is not developed. A private parcel has access even if undeveloped.

2. Safety as covered in 5.12 should emphasize increased traffic impacts on adjoining parks and trails. This is particularly germane when an access road is adjoining a high use trail or recreation area.

3. In paragraph 5.14, add “an ecological assessment” of impact of the alternative use to wildlife habitat and natural lands in the future when an area becomes fully developed. Wildlife corridors and natural lands become more valuable when an area is otherwise urbanized. The ecological assessment shall be done by a qualified professional selected by Parks and paid by the applicant.

4. Qualifying the ecological value to the community of wildlife habitat, open space and natural lands is not done my traditional appraisal methods. Please revise the language in 5.14 to include ecological assessments.

Jeff Lambert
Friends of the Bluff
and Inland NW Trails Coalition.

Sent from my iPhone

On Nov 14, 2024, at 12:52 AM, Paul Kropp [Redacted] wrote:

Yes.

Read the policy and see what you think.

Sufficient protections of, say, the FLT or not . . . ?

--

Paul Kropp [REDACTED] Spokane, WA

----- Original Message -----

From "Lunell Haught" [REDACTED]
To "Paul Kropp" [REDACTED]; "Jeff Lambert" [REDACTED]
Cc "Daniel Schaffer" [REDACTED]
Date 11/13/2024 6:15:30 PM
Subject Re: Park Board policy on easements etc

Paul, do you have a recommendation?

On Tue, Nov 12, 2024, at 7:51 PM, Paul Kropp wrote:

. . . . is on Thursday's Park Board agenda's consent agenda.

I've extracted the relevant pages from the PB packet.

Must have gone through the Land Committee.

See what you think

--

Paul Kropp [REDACTED] Spokane, WA

Attachments:

- Alternative Use pages from spb-agenda-2024-11-14.pdf

Lunell Haught
[REDACTED]