



Spokane Park Board Minutes

3:30 p.m. Thursday, July 9, 2026

In-person: Council Chambers, lower-level City Hall; and **Webex virtual meeting**

Park Board Members

X Bob Anderson – President
X Barb Richey – Vice President
X Jason Conley – Acting Secretary
X Greta Gilman
Sally Lodato (*absent/excused*)
X Gerry Sperling
X Doug Kelley
X Lindsey Shaw
X Lee Williams
[Vacant]
[Vacant]
X Paul Dillon – City Council Liaison

Parks Staff

Jason Conley
Michael Prince
Rich Lentz
Jonathan Moog
Nick Hamad
Fianna Dickson
Briana Ruffing
Sarah Deatrich

Additional City Staff

Megan Kapaun

Guests

Elizabeth Goldsmith

MINUTES

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

1. ***Call to order / 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. Curtis Hampton serves as the board chair for PEP (Pre-Employment Preparation) program. He asks the Board to consider using Community Workforce Agreements (CWAs) on appropriate park capital projects. He believes CWAs can build a strong workforce and economy.
- B. Steve Winkler also spoke in favor of CWAs. He stated that the CWA keeps public tax dollars working in our community for the people who live here.

4. ***Consent agenda:***

- A. Administrative and committee-level items
 - 1) [June 11, 2026, regular Park Board meeting minutes](#)
 - 2) [June 11, 2026, study session notes](#)
 - 3) [Claims – June 2026](#)
 - 4) [Atlas Boiler & Equipment Co. Inc. / Witter Pool boiler replacement / \\$84.150.00 + sales tax](#) - Jennifer Papich

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

Motion passed with unanimous consent (8-0)

5. ***Special guests:***

A. None

6. ***Financial report and budget update*** – Rich Lentz presented the June financial report and budget update.

- A. Park Fund: The June year-to-date operating expenditures for the Park Fund are approximately \$1.3 million less than the two-year budget average. Year-to-date revenues are about \$853,000 above the two-year budget average. Revenues are exceeding expenditures nearly \$2.0 million year-to-date.
- B. Golf Fund: The June year-to-date operating expenditures for the Golf Fund are about \$637,000 less than the two-year budget average. Year-to-date revenues are below the two-

year budget average approximately \$326,000. Revenues are exceeding expenditures about \$1.7 million year-to-date.

7. *Special action / discussion items:*

A. Special action items:

- 1) [Washington State Grant Funding Applications / project grant-authorizing resolutions \(nocost\)](#) – Nick Hamad

Nick shared a presentation requesting park board grant authorization for five Washington State Recreation and Conservation Office grant applications in 2026, including:

- Minnehaha Community Park (2)
 - o Community park redevelopment - \$7.75 million project / \$500,00 grant funding requested
 - o Pump track - \$2.3. million project / \$1.8 million grant funding requested
- Iron Bridge River Gateway (2)
 - o Both tasks are for the Iron Bridge River Gateway in partnership with Spokane River Forum and U-District - \$2.0 million project / \$1.47 million in grant funding requested (\$965,000 + \$500,000)
- Franklin Park Youth Ballfields Renovation (1)
 - o Baseball fields renovation - \$20.4 million project / \$1.5 million grant funding requested

All projects are identified in the adopted park system master plan and are identified within the 'Healthy Neighborhoods, Healthy Parks' neighborhood park improvement levy program manual. Matching funding is being provided for all projects through the approved park levy.

Motion No. 2: Bob Anderson moved to approve the Washington State Grant Funding Applications / project grant-authorizing resolutions (no cost)

Barb Richey seconded.

Motion passed with unanimous consent (8-0)

B. Special discussion items:

- 1) [Riverfront Park update](#) – Michael Prince

Mike shared a presentation regarding park maintenance. He reminded everyone that there are many employees and components to keep Riverfront Park maintained and beautiful, specifically over the last year. He outlined the responsibilities of the employees and gave them recognition for jobs well done.

Some examples include: 1) The splash pad/rotary fountain/waterfall; 2) Hooptown courts; 3) gardening & landscaping; 4) irrigation upgrades; 5) the clock tower chimes; and more.

8. *Committee reports / Action items:*

Urban Forestry Tree Committee: June 30, 2026 – Lindsey Shaw

A. Action items: None

The committee is still looking for members.

The committee approved another heritage tree, and Lindsey requested that someone come and talk to the Board about the meaning of heritage trees.

A new HVAC system is coming to the arboretum.

B. The next scheduled meeting is 4:15 p.m. August 4, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Land Committee: The July 1, 2026, meeting was canceled. – Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. August 5, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Recreation Committee: The July 1, 2026, meeting was canceled. – Sally Lodato

A. Action items: None

B. The next scheduled meeting is 2:15 p.m. August 5, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Riverfront Park Committee: July 6, 2026 – Gerry Sperling

A. Action items:

1) [Cherry Trees and Never Forget Garden Beautification Project](#) - Jonathan Moog

The proposal is to plant 25 cherry trees and construct a Never Forget Garden to commemorate America's 250th anniversary by providing a beautiful area to reflect on the sacrifices of the military and draw visitors to these areas. The garden aligns with the Vietnam Memorial, and the trees with those from the National Mall. Cost would be shared with community partners.

A Never Forget Garden is a remembrance of the Tomb of the Unknown Soldier in Washington, D.C. Its purpose is to provide a visual way to represent America's commitment to recognize, remember, and honor our veterans and their families. 25 Kwanza Cherry Trees will symbolize the trees at the National Mall and 25 decades of America.

Parks (Riverfront and Urban Forestry) will provide cherry trees (through USDA grant), irrigation installation, tree planting, and project coordination/oversight. Daughters of the American Revolution will provide plants and materials (through grant from Home Depot), Never Forget plaque, and volunteer labor. Spokane Parks Foundation will provide irrigation supplies and equipment rental.

Planting and construction will occur between now and September 23, with a dedication on September 25.

Motion No. 3: Gerry Sperling moved to approve the Cherry Trees and Never Forget Garden Beautification Project.

Lindsey Shaw seconded.

Motion passed with unanimous consent (8-0)

B. The next scheduled meeting is 4:30 p.m. August 10, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Golf Committee: July 7, 2026 – Barb Richey

A. Action items: None

While working on capital budget goals, Mark Poirier brought forward the concept of a strategic plan asset inventory and implementing a multi-year replacement prioritization.

The committee discussed the golf pro RFPs that are out now – one for Esmeralda, Downriver, and Qualchan.

The courses will receive new signage to inform the public of the improvements their fees pay for and ask for opinions and thoughts.

B. The next scheduled meeting is 8:00 a.m. August 11, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Finance Committee: July 7, 2026 – Bob Anderson

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

Rich Lentz presented the 2027 budget priorities, and with an initial \$1.2 million deficit, Parks departments were instructed to focus on core services, implementation of Together Spokane initiatives, and levy commitments to the master plan.

Multiple labor contracts being negotiated before the 2027 budget provide uncertainty with projecting personnel budgets.

B. The next scheduled meeting is 3:00 p.m. August 11, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Development & Volunteer Committee: July 8, 2026 – Lee Williams

A. Action items: None

The primary concern for members was examining park safety and wildfire danger.

Members asked to clarify the appropriate department or individual to get their safety concerns resolved and how they could get notification of how it was resolved. The committee will invite representatives of 311, code enforcement, SPD, SFD, park rangers and park liaisons to clarify roles and get information about where and how safety issues should be reported.

A city attorney was present to give clarification on rules involving e-bikes and e-motos.

The possibility of cameras in parks was discussed.

The committee discussed the viability of forming a new standing committee of the Park Board to focus on park safety.

Lee provided information about a potential partnership with the Friends of the Centennial Trail and the Washington State Parks and Recreation Commission to support volunteer engagement in city parks.

Bob Anderson gave a brief president's report.

DVCAC: Elizabeth Goldsmith reported:

There are some possible new groups forming in the N. Hills neighborhood, Comstock, and Lincoln Park.

There was a robust conversation about safety. A possible Park Board Safety Committee was discussed.

Future topics will include volunteerism and new charitable donations requirements.

B. The next scheduled meeting is 12:00 p.m. September 9, 2026, Finch Arboretum Woodland Center and virtually via Webex.

9. **Reports:**

A. President – Bob Anderson

Groundbreaking at Shadle/Rogers new all-weather fields was this morning. Similar fields will be located within each of Spokane's five high school boundaries. The Dwight Merkel sports complex will also experience growth.

A groundbreaking for Meadowglen Park will be on July 22.

As projected in Parks 2027 budget priorities, effective budget management will be critical to Parks' fiscal success. This biennium's levy dollars will go toward capital projects like Meadowglen Park and recreational field development.

Mayor Brown has forwarded two Park Board candidates to Council to be appointed on July 15.

Fall retreat has been scheduled for November 6.

B. Liaisons:

1) Conservation Futures – Doug Kelley

The Board of County Commissioners approved the purchase of the Fancher property. It will be four to six weeks before it closes.

2) Parks Foundation – Lindsey Shaw

Summer Parkways was a big success with thousands of participants and over 80 vendors.

The Foundation partnered with Riverfront Park to host the 4th of July beer garden. Proceeds went to Riverfront Park fund.

Pool parties are kicking off soon. They are sponsored by Molina Health Care and Innovia Foundation this year.

The Foundation requests any plans and/or updates on the Humane Society Paw Park.

3) City Council – Paul Dillion

Council passed the moratorium on the permitting of new data centers within city limits.

Council passed the creation of the Spokane Urban Native Advisory Council (SUNAC) which will help inform and guide different policy decisions that impact Spokane's urban indigenous population. On Wednesday the members will be approved by the council.

Coming up are the council budget priorities list which includes the new 911 dispatch center.

Council meetings have moved to Wednesdays.

Right to Cooling will be moving ahead this month.

C. Director – Jason Conley

July is Parks and Recreation Professionals' Month, and the 17th is Parks and Recreation Professionals Day. Jason read the City of Spokane proclamation designating such.

As a final comment, Gerry Sperling welcomed Benedikt Larson, a student working with the Spokesman Review and covering today's meeting.

10. **Executive session:**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:41 p.m.

13. **Meeting dates:**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. August 4, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Land Committee: 3:30 p.m. August 5, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Recreation Committee: 2:15 p.m. August 5, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Riverfront Park Committee: 4:30 p.m. August 10, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Golf Committee: 8:00 a.m. August 11, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Finance Committee: 3:00 p.m. August 11, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. September 9, 2026, Finch Arboretum Woodland Center and virtually via Webex.

B. Park Board meeting: 3:30 p.m. August 13, 2026, Council Chambers, lower-level City Hall and virtually via Webex.

C. Park Board study session: No session scheduled at this time.

Jason Conley

Minutes approved by: _____

Jason Conley, acting Park Board Secretary



Park Board Meeting
Public Comment
Visitor Sign-In Sheet

****Public comments will be limited to topics on today's agenda and will be limited to three minutes per person****

*****Please submit comments unrelated to today's agenda via email to: spokaneparks@spokanecity.org, or mail to: Spokane Park Board, 5th floor City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201, and they will be routed to the appropriate subcommittee for review.*****

Date: 7-9-24 Name: Curtis Hampton

Email: [REDACTED] Phone number: [REDACTED]

Residence Address (REQUIRED): [REDACTED]

Topic: Community Workforce Agreement



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Date: 7-9-24 Name: STEVE WINKLER

Email: [REDACTED] Phone number: [REDACTED]

Residence Address (REQUIRED): [REDACTED] SPOKANE WA

Topic: COMMUNITY WORKFORCE AGREEMENT

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JUNE 2026 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JULY 9, 2026**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,409,513.23
MAINTENANCE & OPERATIONS	\$	667,477.75
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS		
PARK CUMULATIVE RESERVE FUND	\$	863,241.30

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	-
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GOLF:

SALARIES & WAGES	\$	233,193.69
MAINTENANCE & OPERATIONS	\$	747,300.88
CAPITAL OUTLAY	\$	2,372.54
DEBT SERVICE PAYMENTS		
TOTAL EXPENDITURES:	\$	3,923,099.39

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: July 7, 2026
Requester	Jennifer Papich			Phone number: ext 5420
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Maintain and Care	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Atlas Boiler & Equipment Co. Inc. / Witter Pool boiler replacement / \$84.150.00 + sales tax			
Begin/end dates	Begins: 07/09/2026	Ends: 10/09/2026	☐ 06/01/2525	
Background/history: The City of Spokane Parks and Recreation Department is seeking purchase of one new Lochnivar CPN 2071 Boiler, which includes removal and disposal of existing boiler, and installation of contractor-provided new boiler. This shall be for the #3 Witter Pool Boiler, located at 1300 E. Mission Ave, Spokane WA 99202. An equivalent boiler will not be accepted due to standardization of boilers currently employed. Work shall commence on or around July 10, 2026 to enable procurement of needed boiler. Contractor shall have onsite access beginning September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026. Vendor chosen through bid process IPWQ 6568-26. This will be purchased with levy dollars.				
Motion wording: Motion to approve Atlas Boiler & Equipment Co. Inc. / Witter Pool boiler replacement / \$84.150.00 + sales tax				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Atlas Boiler & Equipment Co, Inc. Name: Robert David Email address: rob@nbiatlasboiler.com Phone: 509-535-1300				
Distribution: Parks – Accounting Carl Strong Parks – Sarah Deatrich Rick Rinderle Requester: Jennifer Papich Grant Management Department/Name:				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: \$84.150.00 + sales tax Budget code: 1950-54800-94760-56401-48073				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☒ Quotes/solicitation (RFP, RFQ, RFB) ☒ Business license Expiration date: 5/31/27 ☒ Insurance Certificate				



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: BOILER PURCHASE, REMOVAL AND
INSTALL FOR #3 WITTER POOL**

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 **ATLAS BOILER & EQUIPMENT, CO.**, whose address is 3815 East Trent Avenue, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for the Boiler Purchase, Removal and Install for #3 Witter Pool Boiler; and

WHEREAS, the Contractor was selected through IPWQ 6568-26.

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 July 10, 2026, and ends on October 9, 2026, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.

The Contractor can initiate purchase of the boiler and associated parts on the beginning date, above. Contractor will have onsite access on September 12, 2026, with all requirements to be completed by October 9, 2026 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's General Scope of Work for this Agreement is described in Contractor's Response to IPWQ 6568-26, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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 compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY-FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$84,150.00)**, plus sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, 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 the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth 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. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages

under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.

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

9. PUBLIC WORKS REQUIREMENTS.

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

10. 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.

11. 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.

12. INDEMNIFICATION.

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

13. 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, which requires subject employers to provide workers' compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate 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; and

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action

for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may 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 or 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.

ATLAS BOILER & EQUIPMENT, CO.

**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:

Payment / Performance Bond

Exhibit A – Debarment Certification

Exhibit B - Contractor's Proposal dated June 12, 2026

26-169a

PAYMENT / PERFORMANCE BOND

We, **ATLAS BOILER & EQUIPMENT, CO.**, as principal, and _____ as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY-FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$84,150.00)**, plus sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Boiler Purchase, Removal and Install for #3 Witter Pool Boiler; and. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

ATLAS BOILER & EQUIPMENT, CO.,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

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.

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

EXHIBIT B

Bid Response Summary

Bid Number IPWQ 6568-26
Bid Title Boiler Purchase, Removal and Install For #3 Witter Pool Boiler, of the Witter Aquatic Center - Public Works; Boiler Lochnivar CPN 2071 – No Alternates Will Be Accepted Due To Standardization
Bid Base Currency USD
Due Date Monday, June 15, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Atlas Boiler & Equipment Co.
Submitted By Robert David - Friday, June 12, 2026 12:41:12 PM [(UTC-08:00) Pacific Time (US & Canada)]
 rob@nbiatlasboiler.com 509-535-1300
Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY PRE-BID MEETING			
	1	<p>MANDATORY PRE-BID MEETING: A MANDATORY pre-bid meeting will be held on FRIDAY, MAY 29, 2026, at 10AM, at the Witter Aquatic Center 1300 E. Mission Ave, Spokane, WA 99202. This meeting is mandatory and only bidders who attend would be able to submit a bid.	I understand and I acknowledge
Default Item Group			
	1. BACKGROUND	The City of Spokane Parks and Recreation Department is seeking Purchase of one new Lochnivar CPN 2071 Boiler, Removal and Disposal Of Existing Lochnivar CPN 2071 Boiler, and Install of Contractor-provided new Lochnivar CPN 2071 Boiler, for the #3 Witter Pool Boiler, of the Witter Aquatic Center, located at 1300 E. Mission Ave, Spokane WA 99202.&nbsp; No or-equal boiler will be accepted due to standardization of boilers currently employed.&nbsp; Bid award is expected on or around July 10, 2026 to enable awarded Contractor to procure needed boiler, with Contractor having onsite access on September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026.&nbsp; Bidder's pricing shall be all-inclusive, single, firm-fixed price for the entire project to ensure it is completed by October 9, 2026.	I acknowledge and agree
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 9:00AM on MONDAY, JUNE 15, 2026.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. 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 and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor that is able to meet Park's timelines. Unsuccessful firms will not automatically be notified of results. Bid award is expected on or around July 10, 2026, to enable awarded Contractor to procure needed boiler, with Contractor having onsite access on September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026. Bidder's pricing shall be all-inclusive, single, firm-fixed price for the entire project to ensure it is completed by October 9, 2026.	I acknowledge and agree

6. 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 and agree
7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
11. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://www.dor.wa.gov/ or 1-360-705-6741 to obtain a business registration. If the Vendor believes it is exempt from obtaining a business registration, https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf Microsoft Word - Business License Exemption Request Form - Rev 03-2025 Vendor may contact the City's Taxes and Licenses Division at 509-625-6070 with any questions.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	Technical Specs and Warranty Info.pdf
SECTION II. GENERAL REQUIREMENTS		
1. SCOPE OF WORK	The Contractor shall be responsible for obtaining all required permits, permit submittals and coordinate inspections, perform: start-up, commission, and tests for proper sequence of operation, safeties, and controls on both new boiler #3 and boiler #1, furnishing all work, all labor, boiler, materials and consumables, tools, construction equipment, machinery, transportation, freight cost, supplies, supervision, organization, disposal cost of removed boiler, and other items of work and cost necessary for the proper execution and completion of the work described as Boiler Purchase, Removal and Install - Public Works. Removal and Install Requirements of this Project fall under Public Works Prevailing Wages.	I acknowledge and agree

2. SCOPE OF WORK	Scope of work includes, but is not limited to, providing one new Lochnivar CPN 2071 Boiler, no or-equals will be accepted due to standardization of boilers currently employed; Removal and Disposal Of Existing Lochnivar CPN 2071 Boiler, and Install Contractor-provided new Lochnivar CPN 2071 Boiler, for the #3 Witter Pool Boiler, of the Witter Aquatic Center, located at 1300 E. Mission Ave, Spokane WA 99202.&nbsp; No or-equal boiler will be accepted due to standardization of boilers currently employed.&nbsp; Bid award is expected on or around July 10, 2026 to enable awarded Contractor to procure needed boiler, with Contractor having onsite access on September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026.&nbsp; Bidder's pricing shall be all-inclusive, single, firm-fixed price for the entire project to ensure it is completed by October 9, 2026.	I acknowledge and agree
2a. SCOPE OF WORK	<p>Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regard to capacity, configuration, form, fit and function, to enable Contractor to merely changeout existing boiler, Lochnivar CPN 2071 (Serial 214829), by performing a drop in replacement of Contractor-provided new Lochnivar 2071 boiler, matching existing capacity and configuration of removed boiler. No or-equal boiler will be accepted due to standardization of boilers currently employed.
</p>	I acknowledge and agree
3 SCOPE OF WORK - Furnish Replacement Boiler	<p>Contractor shall supply a new Lochnivar CPN 2071 boiler, meeting the specification of 2,070,000 BTU/hr input at 85% thermal efficiency. No or-equal boiler will be accepted due to standardization of boilers currently employed.</p>	I acknowledge and agree
3a. SCOPE OF WORK - Furnish Replacement Boiler	Bidder shall upload technical specifications with warrantee of boiler being bid. Upload Here:	Boiler Service Manual.pdf
4. SCOPE OF WORK - Removal	<p>Remove existing Lochinvar CPN 2071 boiler identified as Boiler #3 (Serial 214829), including disconnection of gas, water, venting, and electrical.</p>	I acknowledge and agree
4a. SCOPE OF WORK - Removal	<p>To access this boiler #3, boiler #1 will need to be removed and replace, including disconnection of gas, water, venting and electrical and then reconnected as it sits directly in front of boiler #3 boiler, and install of new boiler.
</p>	I acknowledge and agree
5. SCOPE OF WORK - Install	<p>Install the new Contractor-provided boiler in same location, matching existing capacity and configuration.</p>	I acknowledge and agree
5a. SCOPE OF WORK - Install	<p>Reconnect to existing gas piping, hydronic piping, venting-flue, and electrical service.</p>	I acknowledge and agree
5b. SCOPE OF WORK - Install	<p>Install new isolation valves, gaskets, and connection materials required for proper installation.</p>	I acknowledge and agree
5c. SCOPE OF WORK - Install	<p>Fill, purge, and pressurize system verifying no leaks and proper system operation on new boiler #3 and boiler #1.</p>	I acknowledge and agree
5d. SCOPE OF WORK - Install	Start-up, commission, and test for proper sequence of operation, safeties, and controls on both new boiler #3 and boiler #1.	I acknowledge and agree
5e. SCOPE OF WORK - Install	<p>Verify combustion and adjust as required to meet manufacturer specifications on both new boiler #3 and boiler #1.</p>	I acknowledge and agree
5f. SCOPE OF WORK - Install	<p>Integrate with existing controls and thermostat as applicable.</p>	I acknowledge and agree
5g. SCOPE OF WORK - Install	<p>Haul away and dispose of removed Lochinvar CPN 2071 boiler identified as Boiler #3 (Serial 214829).</p>	I acknowledge and agree
5h. SCOPE OF WORK - Install	<p>Obtain required permits and coordinate inspections.</p>	I acknowledge and agree
5i. SCOPE OF WORK - Install	<p>Provide basic start-up documentation and warranty information to owner.</p>	I acknowledge and agree

6. COMPLETION TIME	Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed, and Contractor must adhere to the Park's timelines based on the following: Bid award is expected on or around July 10, 2026 to enable awarded Contractor to procure new boiler, with Contractor having onsite access to the Witter Aquatic Center pool facility on around September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026. Bidder's pricing shall be all-inclusive, single, firm-fixed price to ensure all requirements as stated in this bid for the entire project are completed by October 9, 2026. 	I acknowledge and agree
7. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero dollars (\$0.00) for each and every calendar day until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
8. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
9a. 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 amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
9b. WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
10. PERMITS	Contractor shall be responsible for obtaining all required permits, permit submittals and coordinate inspections, perform: start-up, commission, and tests for proper sequence of operation, safeties, and controls on both new boiler #3 and boiler #1, to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
11. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
12. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
13. INSURANCE (Addendum 1 5-29-2026)	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:	I acknowledge and agree
13a. INSURANCE (Addendum 1 5-29-2026)	A. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of \$1,000,000.</p> Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.</p> <ol style="list-style-type: upper-alpha">	I acknowledge and agree

13b. INSURANCE (Addendum 1 5-29-2026)	<p>B. General Liability Insurance on an occurrence basis, of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate 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. </p><p>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</p>	I acknowledge and agree
13c. INSURANCE (Addendum 1 5-29-2026)	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 as applicable.<ol style="list-style-type: upper-roman">	I acknowledge and agree
13 INSURANCE (Addendum 1 5-29-2026)	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. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "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. 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.	I acknowledge and agree
14. PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
15a. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).	I acknowledge and I agree
15b. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is February 16, 2026.	I acknowledge and I agree
15c. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I agree
16. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

16a. RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
17. 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.	I understand and I agree
SECTION III. TECHNICAL REQUIREMENTS		
Section A - General	Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.	I understand and I agree
1.	If you do not agree with anything listed in the information listed above - please list that information here.	
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	ATLASBE122OW
CONTRACTOR RESPONSIBILITY	U.B.I. Number	601089229
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	651154005
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	601089229
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12040148BUS
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	Yes

1.	PROJECT: Boiler Purchase, Removal and Install For #3 Witter Pool Boiler, of the Witter Aquatic Center - Public Works; Boiler Lochnivar CPN 2071 – No Alternates Will Be Accepted Due To Standardization	Base	JB	1.00	\$	USD	\$84,150.00	\$84,150.00
2.	Sales Tax 9.1%	Option	Each	1.00	\$	USD	\$7,657.65	
Total Base Bid		\$84,150.00						

MAY 29, 2026

IPWQ 6568-26

Boiler Purchase, Removal and Install For #3 Witter Pool Boiler, of the Witter Aquatic Center - Public Works; Boiler Lochnivar CPN 2071 – No Alternates Will Be Accepted Due To Standardization

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM SHOULD BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

A MANDATORY pre-bid meeting conference and walk through was held on FRIDAY, MAY 29, 2026, at 10AM, at the Witter Aquatic Center 1300 E. Mission Ave, Spokane, WA 99202. This meeting was mandatory only bidders who attend would be able to submit a bid.

Addendum 1 provides a copy of the sign-in sheet for the 5/29/2026 Mandatory Pre-Bid Meeting and provides the new Insurance Requirements (as stated below), as Bidders were advised that Addendum 1 would contain new insurance requirements.

Questions: No questions were asked during the meeting.

Bidders were reminded that Clarification Deadline to submit any questions is Thursday, June 4, 2026 by 9AM., and that all questions must be submitted via ProcureWare.

Informational:

Facility Access/Exit Point: Bidders were shown the access/exit point to the facility that Contractor would need to pass through to bring out removed boiler and to bring in new boiler.

Time Lines: Bidders were advised Contract award is expected on or around July 10, 2026, to enable awarded Contractor to procure needed boiler, with Contractor having onsite access on September 12, 2026, for 24 hours a day, 7 days a week as needed to perform services to ensure project and all requirements are completed by October 9, 2026. Bidder's pricing shall be all-inclusive, single, firm-fixed price for the entire project to ensure it is completed by October 9, 2026.

Scope of Work Sections 4a, 5c – 5e: Bidder were advised these sections touch on some of the requirements in regards to Boiler #1 and Boiler #3,W

Insurance Requirements Are Changed To:

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. Workers' Compensation Insurance in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of \$1,000,000.

Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. General Liability Insurance on an occurrence basis, of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate 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 as applicable.

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. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "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. 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.

Copy of Sign-In Sheet is depicted below:

IPWQ 6568-26, Boiler Purchase, Removal and Install For #3 Witter Pool Boiler, of the Witter Aquatic Center - Public Works; Boiler Lochivar CPN 2071 - No Alternates Will Be Accepted Due To Standardization			
A MANDATORY pre-bid meeting conference and walk through, FRIDAY, MAY 29, 2026, at 10AM, at the Witter Aquatic Center 1300 E. Mission Ave, Spokane, WA 99202. This meeting was mandatory only bidders who attend would be able to submit a bid.			
Company Name	Individual's Printed Name	Signature	Email address
TanZ Mech	SEAN PTANSY	<i>Sean P. Tansy</i>	SEAN+TANZ77@YAHOO.COM
Clear Water Mech	Dylan Breckenridge	<i>Dylan Breckenridge</i>	dylan@clearwatermechanics.org
TanZ Mech	Diana DelBianco	<i>Diana DelBianco</i>	diana.TanzMechanical@gmail.com
Apex Mechanical	Maime Lipe	<i>Maime Lipe</i>	Estimating@apexmechanical.org
ACI NORTHWEST	FOREST RAE	<i>Forest Rae</i>	FRANK@ACI.NW.COM
Atlas Boiler	Bryan Gray	<i>Bryan Gray</i>	Bryan@NBTATLASBoiler.com
JAMAR	Brandon Neff	<i>Brandon Neff</i>	brandon.neff@ICI-ND.US
Dorks	Carl Strong	<i>Carl Strong</i>	cstrong@spokanecity.org
Professional Plumbing	Cameron Campbell	<i>Cameron Campbell</i>	Cameron@ProfessionalPlumbing.net
City of Spokane	Rick Rinderle	<i>Rick Rinderle</i>	rinderle@spokanecity.org

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Atlas Boiler & Equipment Co.

Company

Lillie David, president

Signature



COPPER-FIN²[®]
GAS HEATER
Submittal Sheet

CP-Sub-16

COPPER-FIN²[®] COMMERCIAL GAS HEATERS FOR POOL HEATING

Job Name: _____

Contractor: _____

Location: _____

Model No. _____

Engineer: _____

Type Gas _____

Wholesaler: _____

BTU/HR Input _____ BTU/HR Output _____

NOTES:

STANDARD FEATURES

> 85% Thermal Efficiency

> Proportional Firing up to 4:1 Turndown

Hot Surface Ignition
Low NOx Operation
Sealed Combustion
Low Gas Pressure Operation

> Vertical & Horizontal Venting

Category I Venting
Double Wall "B" Vent Material
Category IV Venting
AL29-4C Stainless Steel Vent Material

> ASME Copper Finned Tube Heat Exchanger

ASME Certified, "H" Stamped
Gasketless design
160 psi working pressure
On/Off Switch
Adjustable High Limit w/ Manual Reset
Combustible Floor Rated (0992-2072)
Temperature & Pressure Gauge
High & Low Gas Pressure Switches w/ Manual Reset
Flow Switch
All Bronze Pump
Low Air Pressure Switch
Inlet & Outlet Temperature Sensors
Easy Access Terminal Strips
Downstream Test Cocks
150 psi ASME Temperature & Pressure Relief Valve
1 Year Warranty on Parts (See Warranty for Details)
5 Year Limited Warranty (See Warranty for Details)

SMART SYSTEM[™] FEATURES

> SMART SYSTEM[™] Operating Control

2 Line/16 Character LCD Display
Built in Cascading Sequencer for up to 8 heaters
Password Security
Low Water Flow Control & Indication
Inlet & Outlet Temperature Readout
Freeze Protection
Service Reminder
Time Clock

> Data Logging

Hours Running
Ignition Attempts
Last 10 Lockouts

> Pump Control

Pool Heater Pump

> High Voltage Terminal Strip

120 VAC / 60 Hertz / 1 Phase Power Supply
Pump Contacts with Pump Relay

> Low Voltage Terminal Strip

24 VAC Auxiliary Device Relay Output - Louvers
Auxiliary Proving Switch Contacts - Louvers
Alarm on Any Failure Contacts
Runtime Contacts
Contacts on Any Failure
Contacts for Air Louvers
Unit Enable/Disable Contacts
0-10V Rate Contacts
Pool Sensor Contacts
Pool Supply Sensor Contacts
Cascade Contacts

OPTIONAL EQUIPMENT

Vertical Bypass Loop
Alarm
Cupro-Nickel Heat Exchanger
Low Water Cut Off, Probe Type w/ Manual Reset & Test
Texas Pool Code (Outdoor Flow Switch and T&P Gauge)
Modbus Communications
Combustible Floor Kit (0502-0752)
Stack Frame
Bronze Headers (0992-2072)

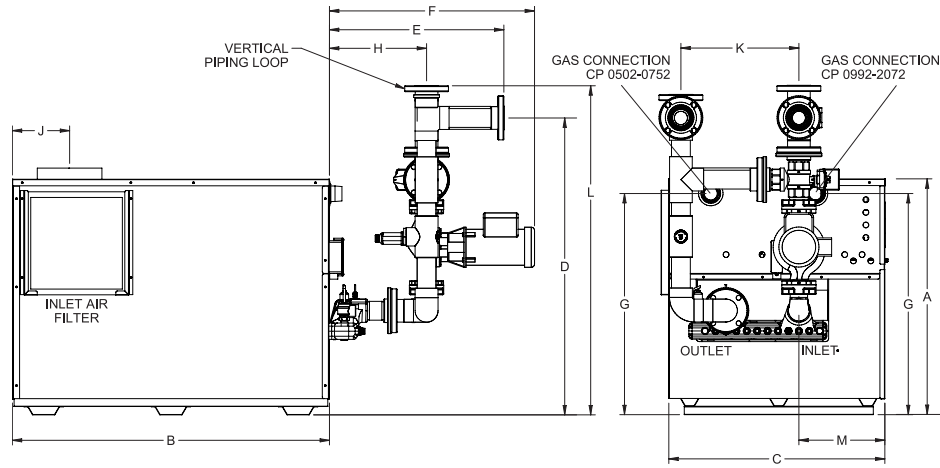
FIRING CODES

M7 Firing Code - California Code
M9 Firing Code - Hot surface ignition with Electronic Supervision

CERTIFICATIONS

ANSI Z21.56/CSA 4.7 certified
CSD1 / Factory Mutual / GE Gap compliant
South Coast Air Quality Management District registered
Texas Commission on Environmental Quality

Copper-Fin²® Commercial Gas Heater Dimensions & Specifications



Model Number	Input Btu/Hr	A	B	C	D	E	F	G	H	J	K	L	M	Vent Size	Air Inlet	Gas Conn	Ship Wt.
CPN502	500,000	31-1/2"	45-1/2"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	7"	12-3/4"	41-1/4"	9"	6"	6"	1-1/4"	523
CPN652	650,000	31-1/2"	56-3/4"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	665
CPN752	750,000	31-1/2"	64"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	713
CPN0992	990,000	36"	48-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	8-1/2"	18-1/4"	52"	13"	10"	10"	2"	864
CPN1262	1,260,000	36"	58-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	954
CPN1442	1,440,000	36"	68-3/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	1,042
CPN1802*	1,800,000	36"	82-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,233
CPN2072*	2,070,000	36"	92-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,285

Notes: Change 'N' to 'L' for LP gas models.

Water connections for models CP 0502-0752 are 2" flanged.

Performance data is based on manufacturer test results. *Cupro-Nickel Heat Exchanger is standard on these models.

No deration on LP models.

Water connections for models CP 0992-2072 are 2-1/2" flanged

VENTING OPTIONS

Aire-Lock Direct Vent Sealed Combustion

Conventional

DirectAire® Vertical

DirectAire® Vertical w/ Sidewall Inlet

Outdoor

Powered DirectAire® Horizontal

Powered Sidewall

Sidewall



Lochinvar, LLC
300 Maddox Simpson Parkway
Lebanon, Tennessee 37090
P: 615.889.8900 / F: 615.547.1000
Lochinvar.com



COMMERCIAL POOL HEATER



5 YEAR LIMITED WARRANTY

EFFECTIVE:

For **5 Years**, Lochinvar warrants the heat exchanger and/or tank against failure due to defects in materials or workmanship. For the lifetime of the product, Lochinvar warrants the tank and/or heat exchanger against failure due to thermal shock. All parts are warranted for **1 year**. This limited warranty is in effect when the product is installed within the United States or Canada, provided it remains at its original place of installation.

Warranty coverage begins on the date of installation OR 60 days from the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number located on the silver rating label.*

WHAT IS COVERED:

In the event of a defect in materials or workmanship appearing during the limited warranty period, Lochinvar will repair, or at our discretion, replace any defective part, heat exchanger, or tank covered under this limited warranty. Any replacement part, heat exchanger, or tank will be warranted only for the unexpired portion of the original limited warranty period.

Unless authorized by Lochinvar, any heat exchanger or tank must be returned to the factory for warranty determination, at the owner's expense.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and input. In these instances, you will have the option of paying the difference between what was paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the limited warranty period.

OWNER'S RESPONSIBILITIES:

Owners are responsible for:

- **All labor, shipping, delivery, installation, and handling costs associated with the repair and/or replacement of the product.**
- Selecting a qualified service provider. Visit www.Lochinvar.com for a list of service providers in your area.
- Following all instructions enclosed with the product.
- Retaining all bills of sale or receipts for proof of installation.
- Providing copies of all service and maintenance records.
- Contacting your installer or dealer as soon as any problem or defect is noticed.

WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Improper gas supply line, sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Sediment, magnetite, or lime scale build-up
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start-up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

SHOULD THESE SIX PAGES NOT BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM, THEN AFTER BID OPENING AND PRIOR TO AWARD, BIDDER SHALL COMPLETE AND PROVIDE WITHIN 24 AFTER UPON NOTIFICATION OF REQUEST.



City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Boiler Purchase, Removal and Install For #3 Witter Pool Boiler, of the Witter Aquatic Center - Public Works; Boiler Lochnivar CPN 2071 - No Alternates Will Be Accepted Due To Standardization

Title: Boiler Purchase, Removal and Install For #3 Witter Pool Boiler, of the Witter Aquatic Center - PW Project #6568-26

Part A: General Company Information

Company Name Atlas Boiler & Equipment Co.

Address 3815 E Trent Ave, Spokane, WA 99202

Contact Name and Title Robert David, Vice President

Contact Phone 509-535-1300 ext 205

Contact E-mail rob@nbiatlasboiler.com

Years in business as a Prime Contractor 38

Years in business as a sub-contractor 38

Years in business under present Name 38

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years

Explain reason for name change(s) in the past five (5) years

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

List three (3) similar projects of similar type and complexity within the last five (5) years.

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

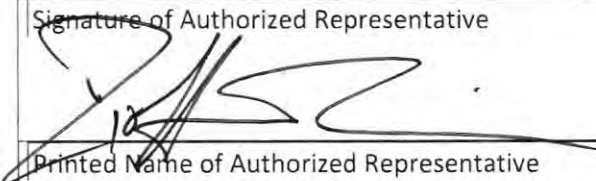
Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

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

Part O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
☒ Yes ☐ No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
Signature The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	06/15/2026
Printed Name of Authorized Representative	Title
Robert David	Vice President

Attachment to Supplemental Bidder Responsibility Criteria
Work Experience Form

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

PROJECT DETAIL			
Bidder's Company Name Atlas Boiler & Equipment Co.		Bidders Contact Name & Phone Number Bob Dowers 509-535-1300 Ext 206	
Project Name WSU Spokane Nursing Boiler Replacement		Project Contract Number: 1T01504	
Project Owner Board of Regents of Washington State University		Project Location 310 N Riverpoint Blvd, Spokane, WA 99202	
Project Owner Contact Name & Title Eric Smith, Director, Facilities and Capital Projects		Owner's Telephone Number 509-358-7629	
Notice to Proceed Date 03/10/2025	Final Completion Date 09/19/2025	Awarded Contract Value \$478,000.00	Final Contract Price \$490,129.52
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Installed two new boilers and new venting.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Installed two Riello Anray Model AR 2000, 316L SS condensing boilers. Installed US Draft, duplex boiler exhaust termination fan system.			

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

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

PROJECT DETAIL			
Bidder's Company Name <i>Atlas Boiler & Equipment Co.</i>		Bidders Contact Name & Phone Number <i>Bryan Gray 509-535-1300 Ext 212</i>	
Project Name <i>City of Wallace Pool Boiler Replacement</i>		Project Contract Number:	
Project Owner <i>City of Wallace</i>		Project Location <i>604 Hotel St, Wallace, ID 83873</i>	
Project Owner Contact Name & Title <i>Cory Harshman Maintenance Director</i>		Owner's Telephone Number <i>208-786-2168</i>	
Notice to Proceed Date <i>12/16/2024</i>	Final Completion Date <i>06/11/2025</i>	Awarded Contract Value <i>\$84,750.00</i>	Final Contract Price <i>\$84,750.00</i>
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description <i>Installed new pool copper fin II boiler after removing existing boiler.</i>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications <i>Removed existing boiler. Supplied and Installed a new Lochinvar 85% efficiency pool Copper Fin II boiler.</i>			

Attachment to Supplemental Bidder Responsibility Criteria
Work Experience Form

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

PROJECT DETAIL			
Bidder's Company Name Atlas Boiler & Equipment Co.		Bidders Contact Name & Phone Number Bob Dowers 509-535-1300 Ext 206	
Project Name Three Springs HS Install Condensing Boiler Proposal 22-263-2		Project Contract Number: 7002200002	
Project Owner Cheney School District		Project Location 12414 S Andrews Rd, Cheney, WA 99004	
Project Owner Contact Name & Title Rich Brown, Director, Maintenance & Operations		Owner's Telephone Number 509-559-4939	
Notice to Proceed Date 10/18/2022	Final Completion Date 11/29/2022	Awarded Contract Value \$69,850.00	Final Contract Price \$69,850.00
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Removed two boilers and installed one Riello Array boiler.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Removed two existing Fulton boilers. Installed one Riello Array 800 water boiler.			

SUBCONTRACTOR LIST

PROJECT NAME: IPWQ 6568-26 Witter Pol Boiler

(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

BID BOND

We, Atlas Boiler & Equipment Co as Principal, and
Old Republic Surety Company as Surety, are
held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation,
in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of
which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the **Boiler Purchase, Removal and Install For #3 Witter
Pool Boiler, of the Witter Aquatic Center - Public Works** according to the terms of the bid
made by the Principal; and the Principal shall, within the specified time, enter into a contract
with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this
obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event
will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on June 11, 2026

AS PRINCIPAL

Atlas Boiler & Equipment Co

By: Lilli David

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

Old Republic Surety Company
AS SURETY

By: Jennifer Martinez Ibarra
Attorney in Fact Jennifer Martinez Ibarra



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jennifer Martinez Ibarra

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

Principal: Atlas Boiler & Equipment Co

Obligee: City of Spokane

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 11th day of June, 2026

Karen J. Haffner

Assistant Secretary

< Business Lookup

License Information:

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

Entity name: ATLAS BOILER & EQUIPMENT CO.

Business name: ATLAS BOILER & EQUIPMENT CO INC

Entity type: [Profit Corporation](#)

UBI #: 601-089-229

Business ID: 001

Location ID: 0002

Location: Active

Location address: 3815 E TRENT AVE
SPOKANE WA 99202-4422

Mailing address: 3815 E TRENT AVE
SPOKANE WA 99202-4422

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Richland General Business - Non-Resident	F03			Active	May-31-2027	Sep-04-2013
Spokane General Business	T12040148BUS			Active	May-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	02805			Active	May-31-2027	Apr-26-2004
Yakima General Business - Non-Resident	BL078728			Active	May-31-2027	Jul-30-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DAVID, LILLIE	
DAVID, ROBERT	

Registered Trade Names

Registered trade names	Status	First issued
ATLAS BOILER & EQUIPMENT CO INC	Active	Sep-11-2023

[View Additional Locations](#)

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)
02/11/2026

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
INSURED ATLAS BOILER & EQUIPMENT CO. 3815 E TRENT AVE SPOKANE, WA 99202-4422	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 28

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	1925199	03/28/2026	03/28/2027	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$100,000
							MED EXP (Any one person)
	PERSONAL & ADV INJURY	EXCLUDED					
	GENERAL AGGREGATE	\$1,000,000					
	PRODUCTS & COMP/OP ACC	\$2,000,000					
	OTHER:						
A	AUTOMOBILE LIABILITY	N	N	1925199	03/28/2026	03/28/2027	COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO						\$1,000,000
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
							BODILY INJURY (Per Person)
	BODILY INJURY (Per Accident)						
	PROPERTY DAMAGE (Per Accident)						
A	☒ UMBRELLA LIAB ☒ OCCUR	N	N	1925200	03/28/2026	03/28/2027	EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						\$10,000,000
							AGGREGATE
							\$10,000,000
							DED RETENTION
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	1925202	03/28/2026	03/28/2027	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L EACH ACCIDENT
							\$1,000,000
	E.L DISEASE EA EMPLOYEE						
	\$1,000,000						
	E.L DISEASE POLICY LIMIT						
	\$1,000,000						

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333	28 0	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 



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED ATLAS BOILER & EQUIPMENT CO. 3815 E TRENT AVE SPOKANE, WA 99202-4422	
POLICY NUMBER SEE CERTIFICATE # 28.0			
CARRIER SEE CERTIFICATE # 28.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 28.0	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**SECONDARY POLICY(S)**

EL	N/A	N	1925199	03/28/2026	03/28/2027	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPL	\$1,000,000
						E.L. DISEASE-POL LIMIT	\$1,000,000

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.

GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT

GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each construction project as required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 18, 2026

WA UBI No.	601 089 229
L&I Account ID	906,011-00
Legal Business Name	ATLAS BOILER & EQUIPMENT CO
Doing Business As	ATLAS BOILER & EQUIPMENT CO
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2026 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ATLASBE002MU
License Expiration	08/06/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

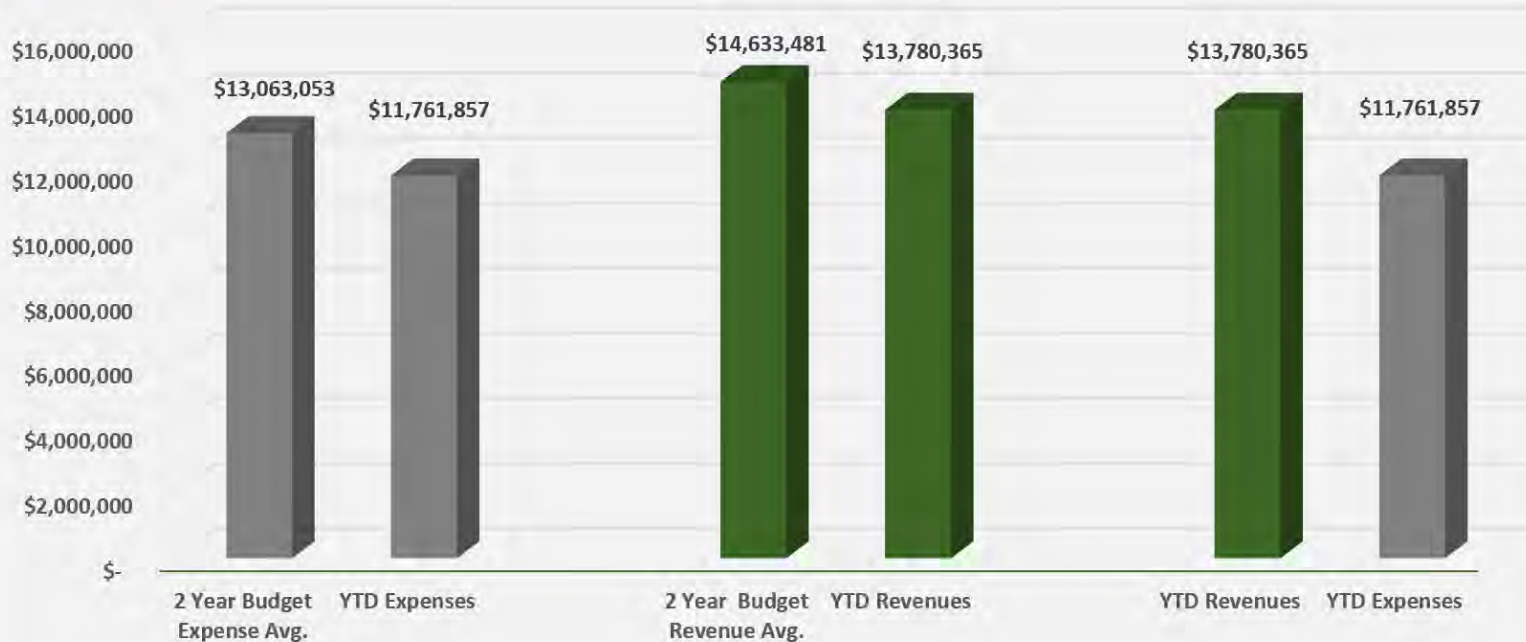
Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).



June '26 Financials

Parks Financials



Key Concepts:

- June had a net loss of \$136K versus a flat net income last June. This was a combination of slightly lower program revenue and slightly higher expenses.
- Year-to-date, Parks has earned 49% of budgeted revenues and spent 42% of budgeted expenses.
- Year-to-date, revenues exceed expenses by \$2 million.

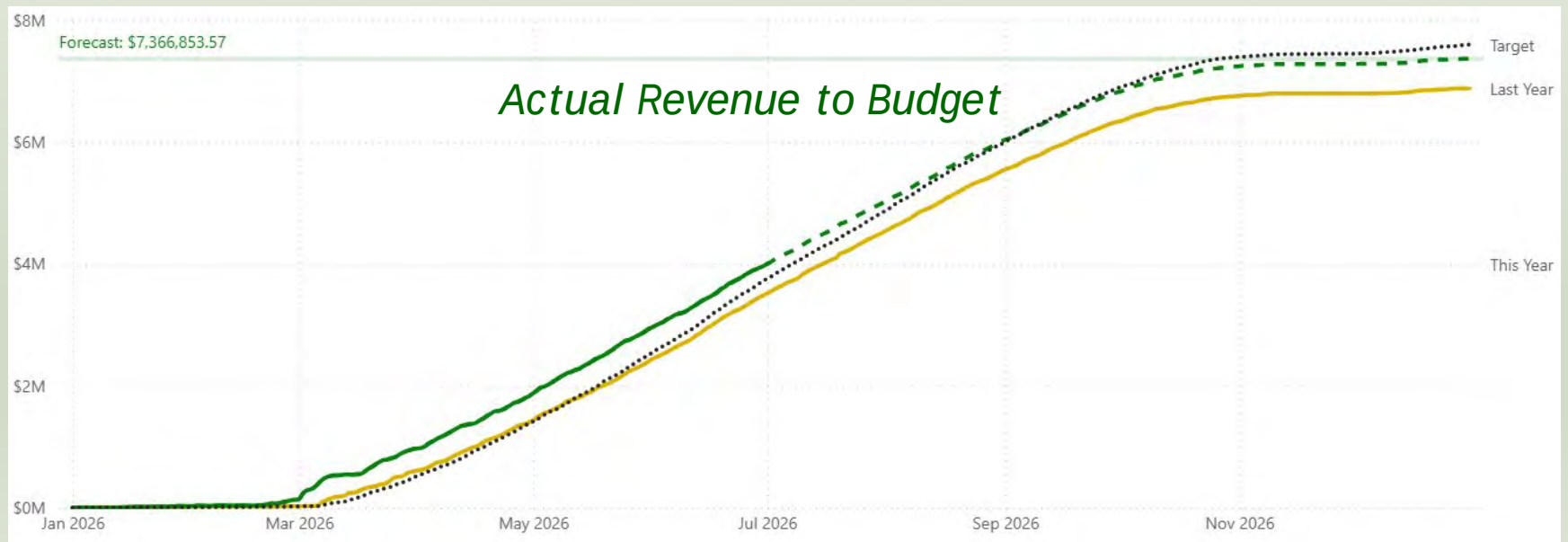
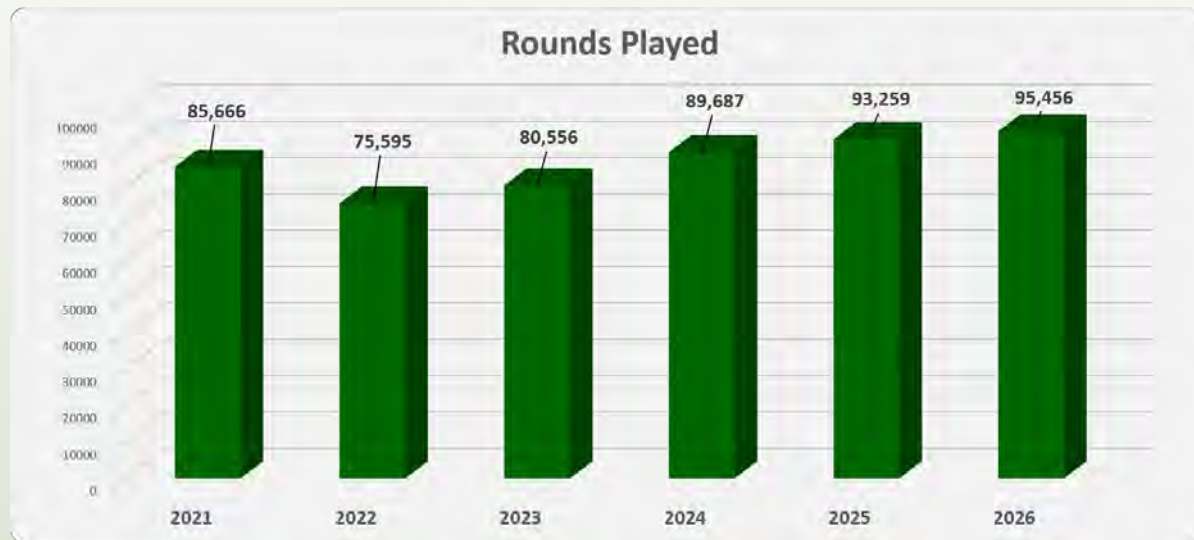
Golf Financials



Key Concepts:

- Golf had a net gain of \$450K which was slightly lower than last June due to a decrease in rounds played and slightly higher expenditures.
- Year-to-date, Golf has earned 54% of budgeted revenues and spent 29% of budgeted expenses.
- Year-to-date, revenues exceed expenses by \$1.6 million (excluding FIF).

Golf Scorecard





City of Spokane
**PARKS
& RECREATION**

*Questions or
Comments?*

Spokane Park Board

Briefing Paper



Committee	N/A			Committee meeting date: N/A
Requester	Nicholas Hamad		Phone number: 509.363.5452	
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ 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)	First
Item title: (Use exact language noted on the agenda)	Washington State Grant Funding Applications / project grant-authorizing resolutions (no cost).			
Begin/end dates	Begins: 07/09/2026		Ends:	☒ 06/01/2525
Background/history: Requesting park board grant authorization for (5) Washington State Recreation and Conservation Office grant applications in 2026, including: -Minnehaha Community Park Redevelopment & Pump Track (26-1538 Dev & 26-1779 Dev) -Iron Bridge River Gateway (26-1503 Dev & 26-1792 Dev) -Franklin Park Youth Ballfields Renovation (26-1793 Dev) All projects are identified in the adopted park system master plan and are identified within the 'Healthy Neighborhoods, Healthy Parks' neighborhood park improvement levy program manual. Matching funding is being provided for all projects through the approved park levy.				
Motion wording: Motion to approve the Washington State funding applications grant-authorizing resolutions (no cost).				
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting nicholas hamad Parks – Sarah Deatrich garrett jones Requester: nicholas hamad jason conley Grant Management Department/Name: _____				
Fiscal impact: ☐ Expenditure ☐ Revenue Amount: _____ Budget code: _____				
Vendor: ☐ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: _____ Business license expiration date: _____ ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

Authorizing Resolutions 2026 RCO State Funding Applications

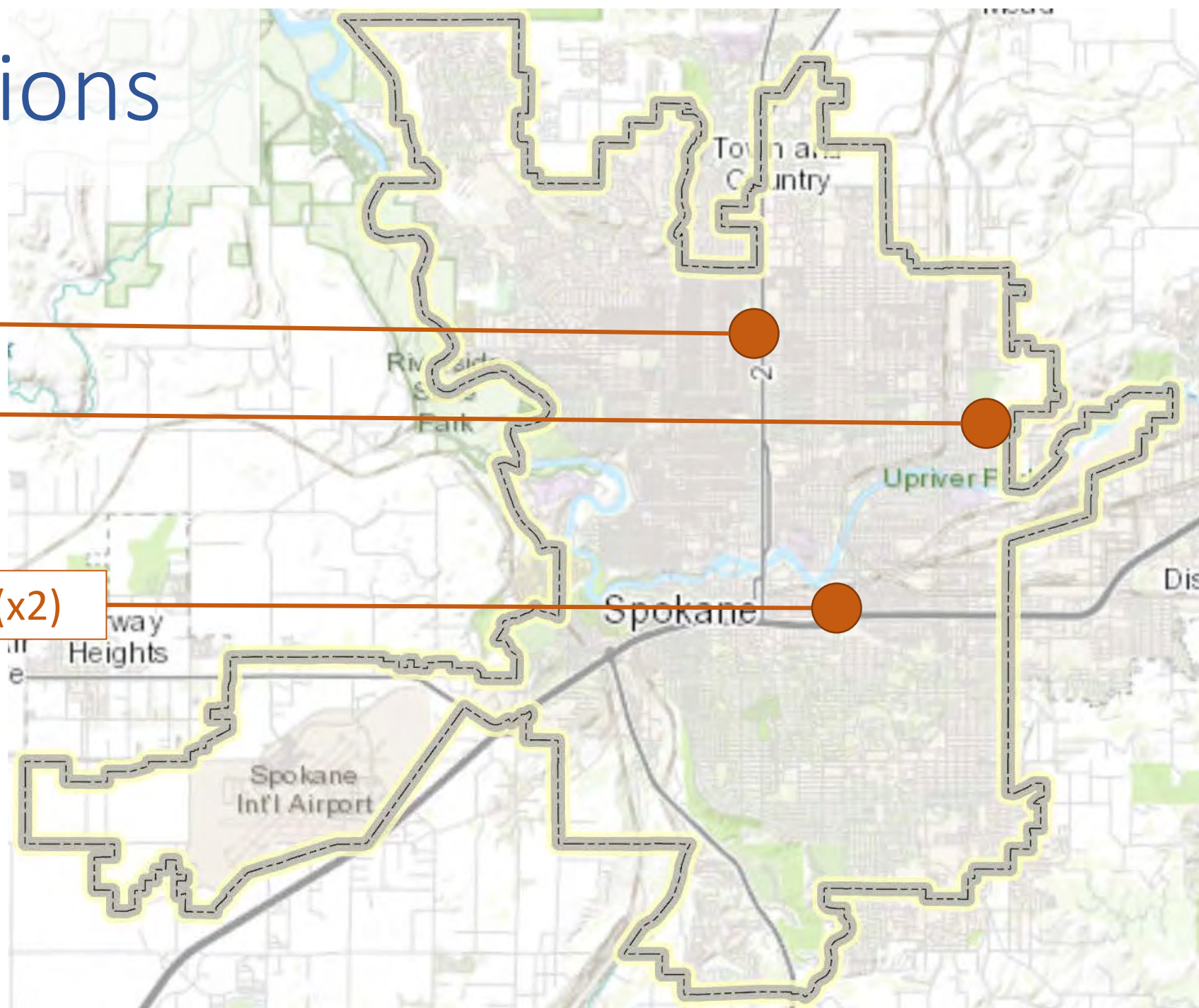


Project Locations

Franklin Park

Minnehaha Park (x2)

Iron Bridge River Gateway (x2)



The Applications - Minnehaha

Two Applications

- (1) Community Park Redevelopment
 - \$7.75M project
 - Neighborhood Park Improvements
 - \$500,000 in grant funding requested
- (2) Pump Track Addition
 - \$2.3M project
 - Adds community desired feature
 - \$1.18M in grant funding requested
- First Tier Master Plan Priority



The Applications – Franklin

One Application

- Youth Ballfields Renovation
 - \$20.4M project
 - Ballfield Replacement & Enhancement
 - Together Spokane Partnership Project
 - \$1,500,000 in grant funding requested
- Second Tier master plan priority



The Applications – Iron Bridge



Two Applications

- (1&2) Iron Bridge River Gateway
 - \$2.0M project
 - New Water Access @ Iron Bridge
 - Partnership project with Spokane River Forum & University District
 - \$1.47M in grant funding requested (\$965k + 500k)
- First Tier Master Plan Priority

Summary

- **(3) projects**
- **(5) applications**
- **All identified master plan priorities**
- **\$4.65M in grant funding requested**

Requesting Park Board Approval

“Motion to Approve the Washington State funding applications grant authorizing resolutions (no cost).”



Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) Minnehaha Community Park Redevelopment (26-1538 Dev)

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Garrett Jones, Director, Spokane Parks and Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Nicholas Hamad, Park Planning and Development Manager Spokane Parks and Recreation
RCO Grant Agreement (Agreement)	Garrett Jones, Director, Spokane Parks and Recreation
Agreement amendments	Garrett Jones, Director, Spokane Parks and Recreation
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Garrett Jones, Director, Spokane Parks and Recreation

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Director, Spokane Parks and Recreation Date 7/9/26

On File at: City of Spokane Clerks Office

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: City of Spokane Park Board Meeting Date: 7/9/2026

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) Minnehaha Community Park Pump Track (26-1779 Dev)

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Garrett Jones, Director, Spokane Parks and Recreation

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
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5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
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acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
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This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Director, Spokane Parks and Recreation Date 7/9/26

On File at: City of Spokane Clerks Office

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: City of Spokane Park Board Meeting Date: 7/9/2026

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) Franklin Park Youth Ballfields Renovation (26-1793 Dev)

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

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2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

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RCO Grant Agreement (Agreement)	Garrett Jones, Director, Spokane Parks and Recreation
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Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Garrett Jones, Director, Spokane Parks and Recreation

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
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6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
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Signed _____

Title Director, Spokane Parks and Recreation Date 7/9/26

On File at: City of Spokane Clerks Office

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(Local Governments and Nonprofit Organizations Only):

Location: City of Spokane Park Board Meeting Date: 7/9/2026

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation

Resolution No. or Document Name N/A

Project(s) Number(s), and Name(s) Iron Bridge River Gateway (26-1503 Dev & 26-1792 Dev)

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

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Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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Riverfront Park Maintenance Department

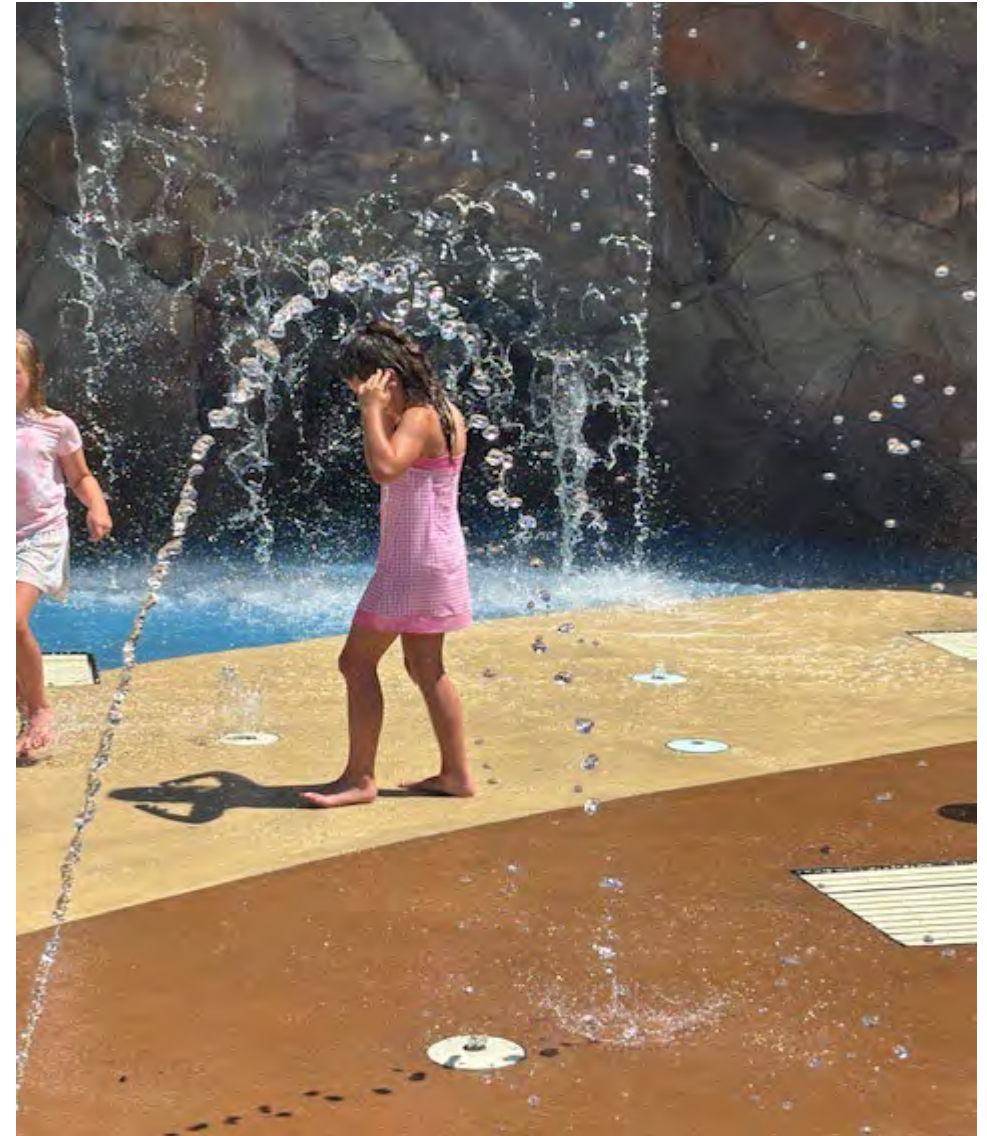
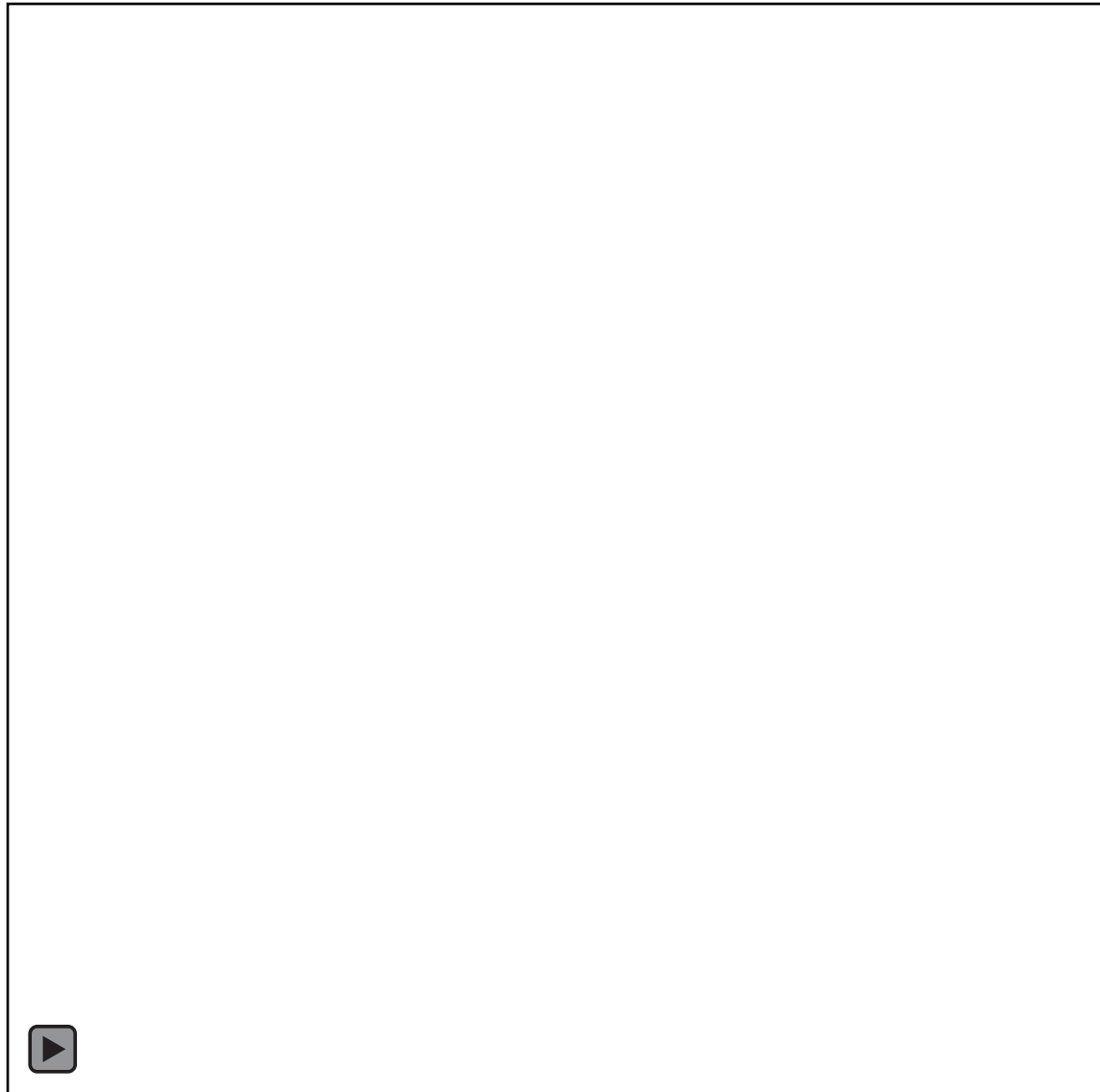
Mike Prince



What people might think of when hearing “Riverfront Park Maintenance Team”

- When someone hears “Riverfront Park Maintenance Team”, the first thing that comes to mind is likely a dedicated group of workers who keep a public park — in this case, Riverfront Park — safe, clean, and functional for visitors.
 - From the description of park maintenance in general, the team would be responsible for a wide range of tasks.
 - Landscaping and beautification: Mowing lawns, pruning trees and shrubs, planting flowers, managing irrigation, and removing overgrowth to keep the park attractive and safe.
 - Cleaning and sanitation: Emptying trash, cleaning restrooms, removing litter and graffiti, and keeping pathways and facilities free of debris.
 - Infrastructure and facility upkeep: Repairing or replacing playground equipment, fixing benches and picnic tables, inspecting and maintaining trails, and ensuring signage and lighting are in good condition.
 - Security and safety: Maintaining surveillance equipment, ensuring well-lit areas, and addressing hazards to protect visitors.
 - Seasonal and emergency work: Snow removal, leaf collection, repaving, and quick repairs after storms or incidents.
 - In short, the “Riverfront Park Maintenance Team” would be the unsung heroes behind the scenes, ensuring that the park remains a welcoming, safe, and well-maintained space for the community.
-

Splash Pad/Rotary Fountain – Playground Specialist/Aquatics Facility Operators



Playground Specialist- Cont.



Gardner and Grounds Crew



Gardner and Grounds Crew



Irrigation Specialist



Numerica Skate Ribbon – Electromechanical Technicians and Irrigation Specialist



Electromechanical Technicians – Cont.

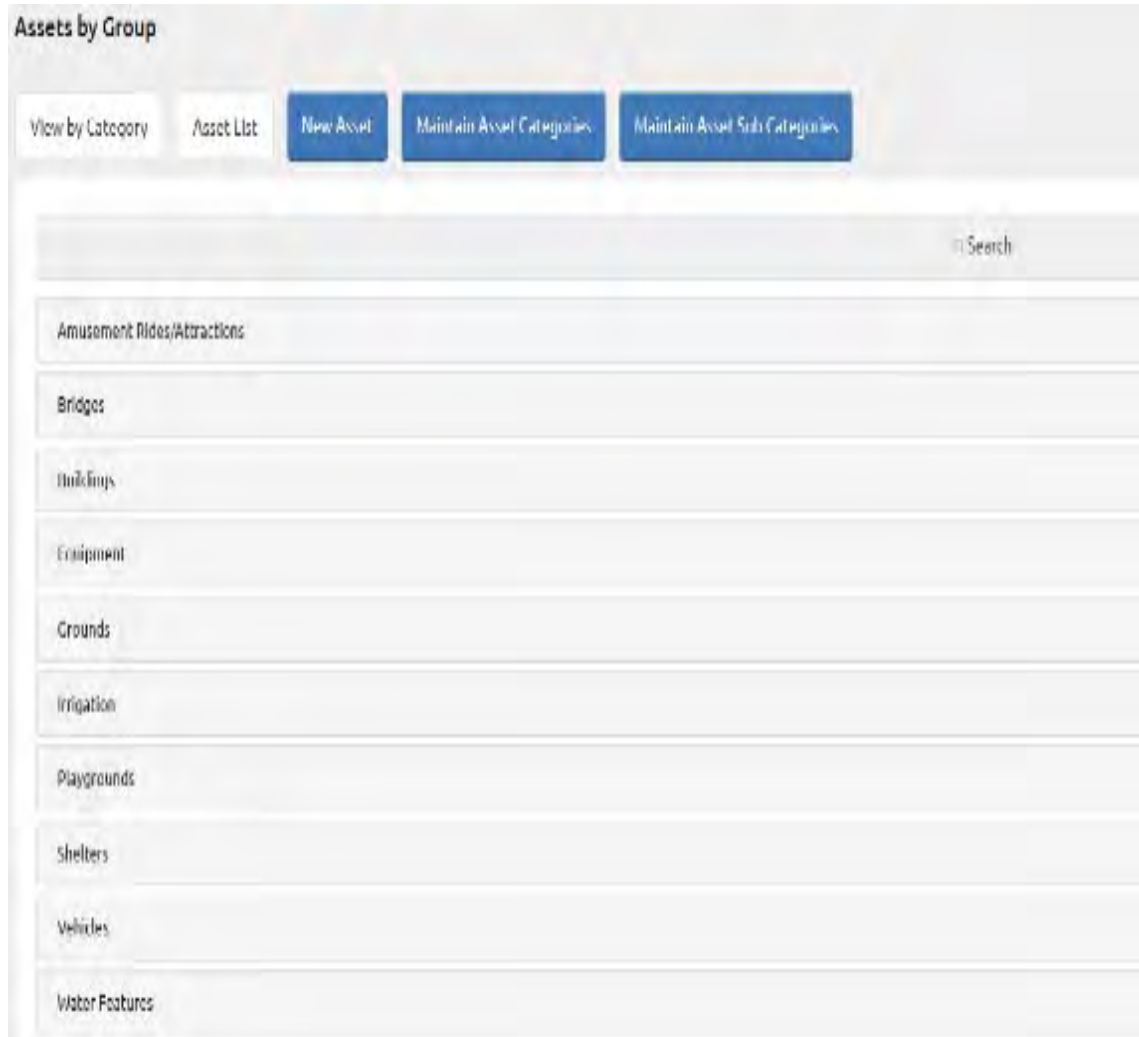


Events/Facility Maintenance -Caretakers and Temp Seasonal Staff

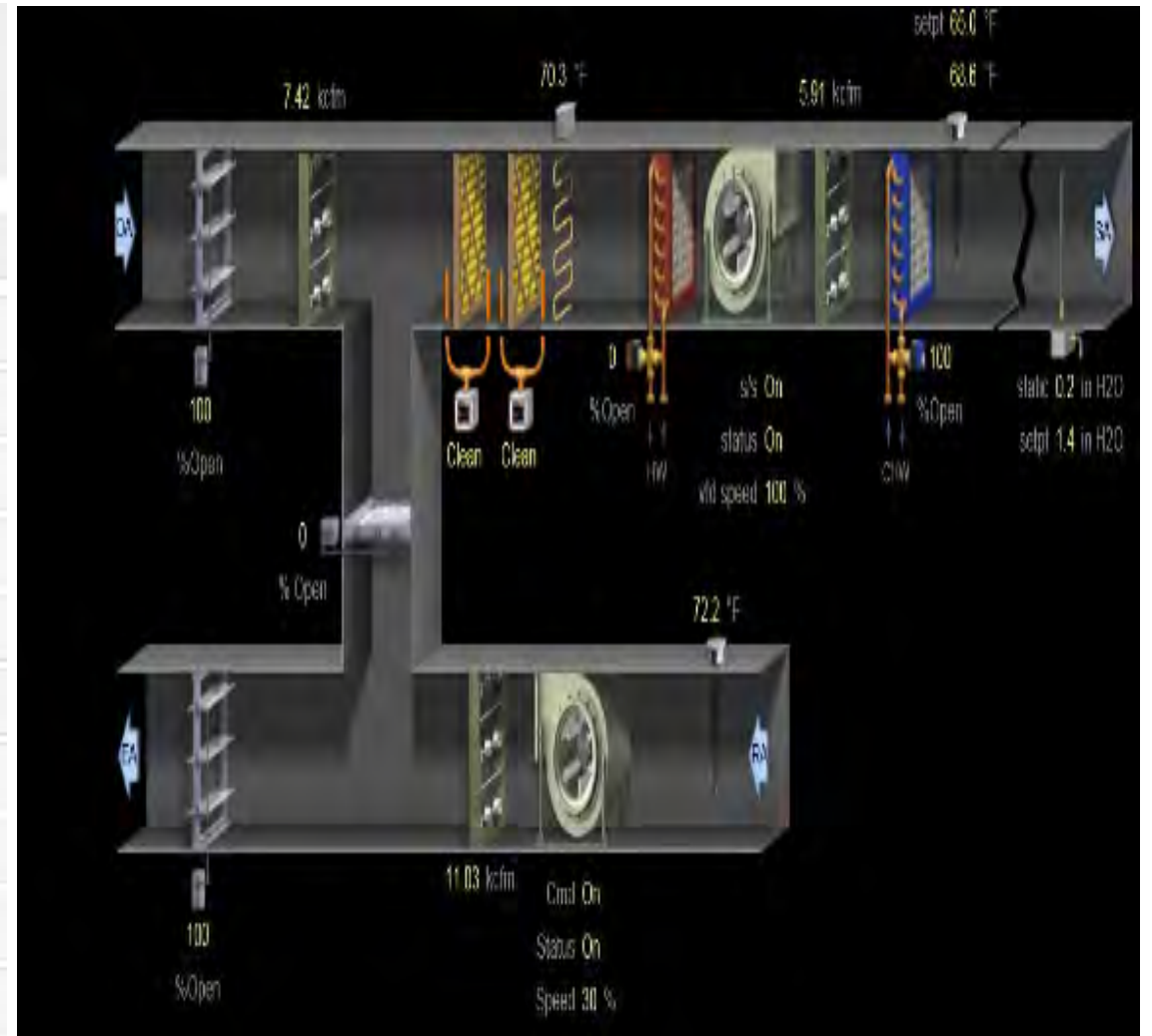


Transformative Technological Futures

Productive Parks



Automated Logic/WebCTRL



Transformative Technological Futures

Wiscape

Baseline



Spokane Park Board

Briefing Paper



Committee	Riverfront Park			Committee meeting date: July 6, 2026
Requester	Jonathan Moog			Phone number: (509) 625-6243
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☒ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier	
Item title: (Use exact language noted on the agenda)	Cherry Trees and Never Forget Garden Beautification Project			
Begin/end dates	Begins: 07/09/2026	Ends:	☒ 06/01/2525	
Background/history: Riverfront Park planned to renovate and irrigate a former garden and lawn on top of the Washington St Couplet. Daughters of the American Revolution (DAR) contracted Riverfront with an idea to celebrate America's 250th anniversary. Together both parties are proposing the concept of planting 25 cherry trees and a never forget garden on the at the Washington Street couplet adjacent to the Vietnam Memorial and also at the Red Wagon Meadow. Trees are provided for by the US Dept of Agriculture grant and planted with support of Urban Forestry and volunteers. Other plantings and materials will be provided by DAR and Spokane Parks Foundation. Project coordination and irrigation installation would be provided by Riverfront Park. Contracted services are not required for this project and project cost to the City are expect to be staff labor cost. Parks seeks approval to continue exploring and implementing this partnership garden to be completed by September 23.				
Motion wording: Approve the Cherry Tree and Never Forget Garden Beautification Project				
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name: _____				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: none Budget code: _____				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: _____ Business license expiration date: _____ ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

Cherry Trees and Never Forget Garden Beautification Project



Proposal and Goals

- Plant 25 Cherry Trees and a Never Forget Garden
- Commemorate America's 250th by providing a beautiful area to reflect on the sacrifices of military and draw visitors to these areas.
- Beautifies and renovates under used areas of Riverfront Park
- Appropriately aligns Vietnam Memorial with Never Forget Garden and trees of from the National Mall.
- Restores use and irrigation of Expo Legacy beds
- Cost shared with community partners





What is a Never Forget Garden

- A remembrance of the Tomb of the Unknown Soldier in Washington DC.
- Purpose is a visual way to represent America's commitment to recognize, remember, and honor our veterans and their families.
- Each plant has a symbolic meaning
- White Roses
- Plaque



Cherry Trees



- 25 trees representing 25 decades of America
- Species: Kwanza Cherry Trees (photos)
- Symbolically representative of those at the national mall

NEVER FORGET GARDEN: CONCEPT DESIGN

CONNECT IRRIGATION FROM EXISTING ZONE ABOVE CLOCK TOWER

'NEVER FORGET GARDEN AREA'
PLANTING BASED ON EXISTING BLUE OATS GRASS, SEDUM, OREGON GRAPE AND RUSSIAN SAGE. ALSO TO INCLUDE 'NEVER FORGET' ROSES.

BUILD UP BED TO COVER EXISTING CONCRETE FOOTINGS OR SURROUND WITH BASALT BLOCKS AND USE RAISED PLANTERS AND BASE FOR MEMORIAL PLAQUE.

GRAVEL OR WOOD CHIP PATH INTO MEMORIAL AREA.

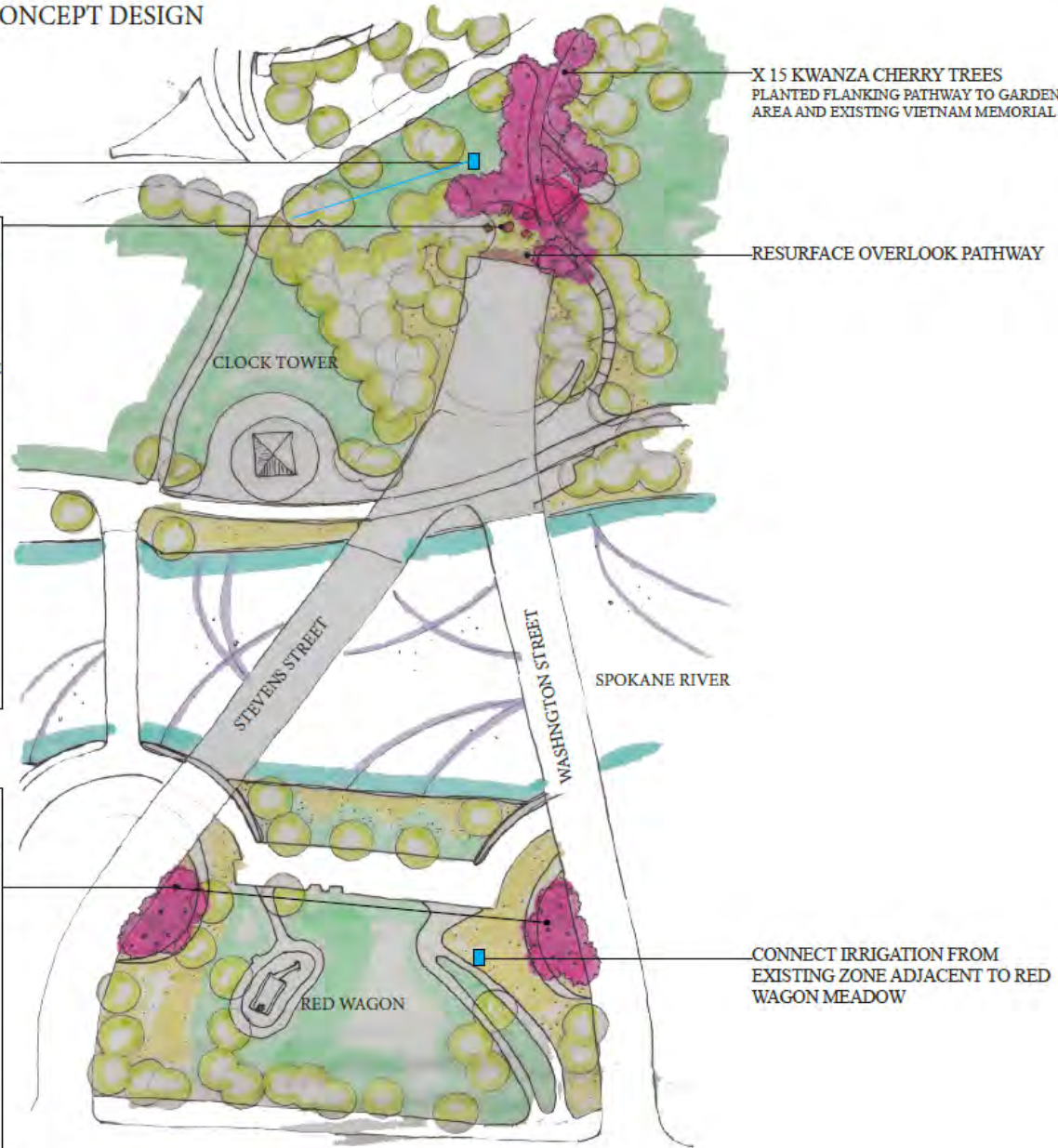
INDICATIVE PLANTS LIST:
BLUE OATES GRASS
SEDUM SPP.
OREGON GRAPE
RUSSIAN SAGE
PENSTEMON
'NEVER FORGET' ROSE

X 5 KWANZAN CHERRY TREES
PLANTED IN STREET-PLANTERS NEXT TO STEVENS STREET AND WASHINGTON STREET ON EITHER SIDE OF THE RED WAGON MEADOW. CONNECT IRRIGATION FROM EXISTING ZONES WITHIN RED WAGON MEADOW

GROUND COVER OF LOW MAINTENANCE GRASSES AND WILDFLOWERS.

RETAIN EXISTING LILAC BUSHES WHERE POSSIBLE

INDICATIVE PLANT LIST:
BLUE GRAMA GRASS
FESCUE GRASS
LUPINE
YARROW
BLANKET FLOWER
BLUE CAMAS



NEVER FORGET GARDEN AREA

PLANTING AND STONE WORK PLACED IN A NATURAL AND CONTEMPLATIVE ARRANGEMENT TO CREATE FLOW INTO GARDEN USING A MIX OF NATIVE AND ORNAMENTAL PLANTS.

PLANT LIST

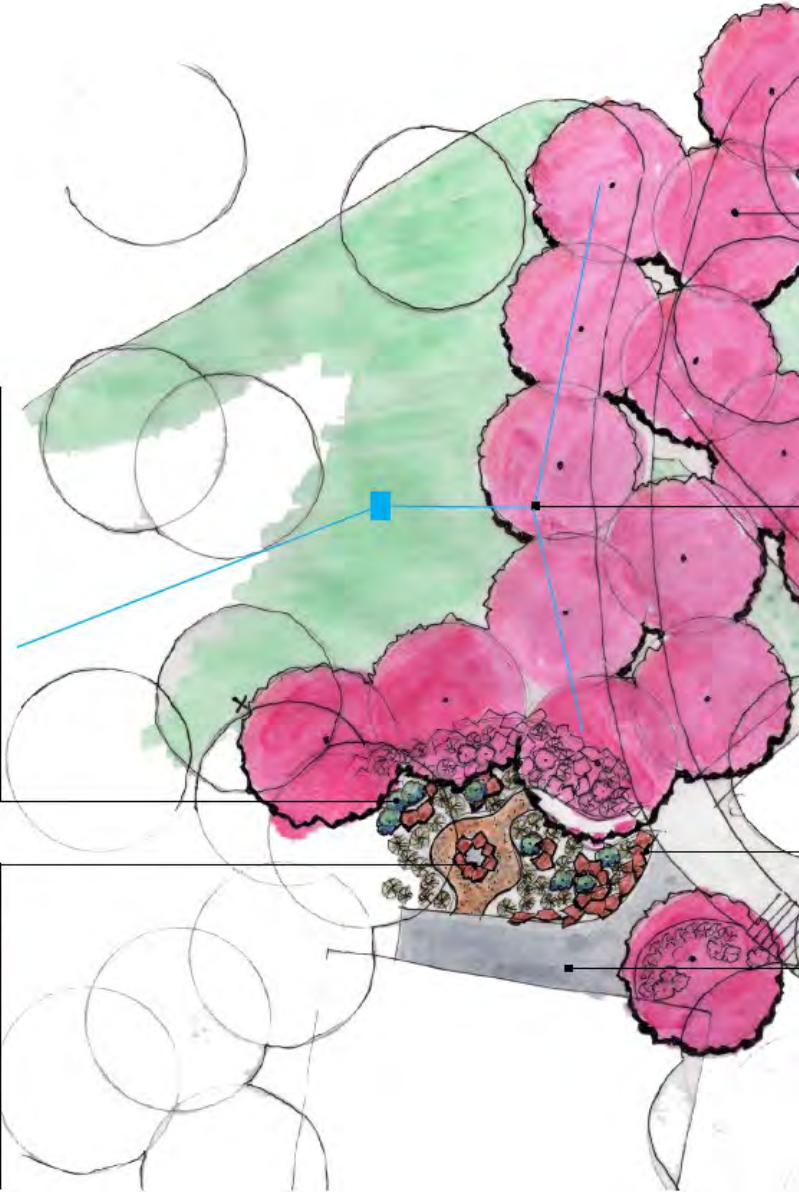
GROUND COVERS
BLUE OATS GRASS
SEDUM SPP.
SNOW BUCKWHEAT
KINNICKINNICK
PENSTEMON

SHRUBS
'NEVER FORGET' ROSE
OREGON GRAPE
OCEAN SPRAY

NEVER FORGET MONUMENT PLAQUE

USE EXISTING CONCRETE FOOTING FOR BASE OF MONUMENT PLAQUES. BUILD UP PLANTER BED USING BASALT COLUMNS AROUND FOOTING TO PROVIDE SPACE FOR 'NEVER FORGET' ROSES AND OTHER PLANTINGS.

GRAVEL OR WOOD CHIP PATHWAY THROUGH GARDEN, SURROUNDING MONUMENT AND LEADING TO WASHINGTON COUPLET.



Partner Responsibilities



Parks (Riverfront & Urban Forestry)

Cherry Trees provided through US Dept of Agriculture Grant
Irrigation installation
Cherry tree Planting
Project coordination and oversight



Daughters of American Revolution

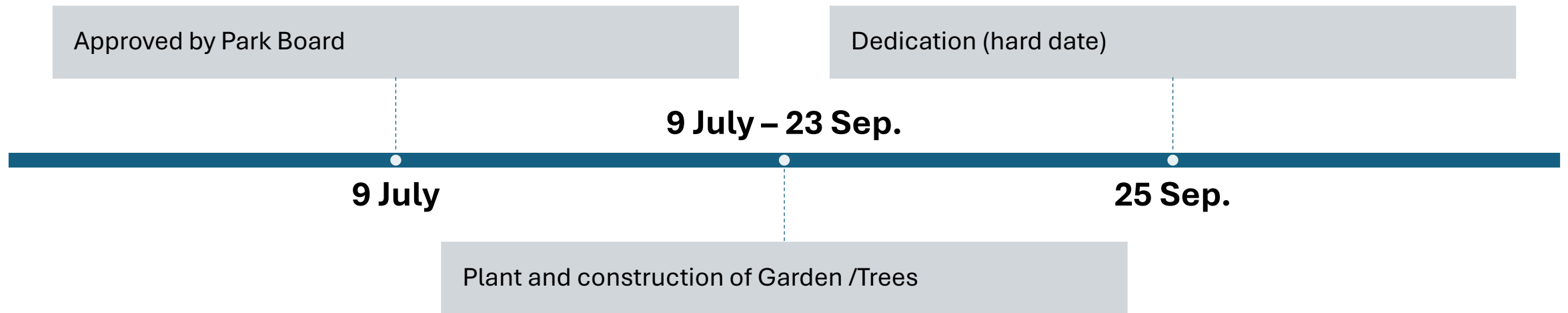
Plants and materials provided through a grant from Home Depot
Never Forget plaque
Volunteer labor



Spokane Park Foundation

Irrigation supplies
Equipment rental

Timeline



Note:

DAR President General Ginnie Sebastian-Storage will be visiting State Board of Management meeting in Spokane September 25-26th

Comments / Questions

Motion:

Approve the Cherry Tree and Never Forget Garden Beautification Project