



## Spokane Park Board Riverfront Park Committee

4 p.m. Thursday, September 2, 2021

WebEx virtual meeting

Dial in: 408-418-9388

Access code: 1467 82 8956

Jonathan Moog – Riverfront Park Director

### Committee members:

Nick Sumner – Chair

Gerry Sperling

Hannah Kitz

Kevin Brownlee

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency.

The Riverfront Park Committee meeting will be held virtually via WebEx teleconferencing at 4 p.m. Thursday, September 2. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 1467 82 8956 when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 12 p.m. September 2 by email to [spokaneparks@spokanecity.org](mailto:spokaneparks@spokanecity.org) or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

## Agenda

### Action items

- A. [Garco Construction/Vietnam Memorial alternate 1 \(\\$52,668, tax inclusive\)](#) – *Berry Ellison*
- B. [Coffman Engineers/Expo butterfly design phase II \(\\$64,500, tax exempt\)](#) – *Berry Ellison*
- C. [King Cole Commemoration Project recommendation](#) – *Jennifer Ogden*
- D. [Doppelmayer USA master agreement \(not to exceed \\$50,000/annually\)](#) – *Jonathan Moog*

### Standing report items

- A. [August 2021 operations report](#) – *Jonathan Moog*

*Agenda Subject to Change*

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [erahrclerks@spokanecity.org](mailto:erahrclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human

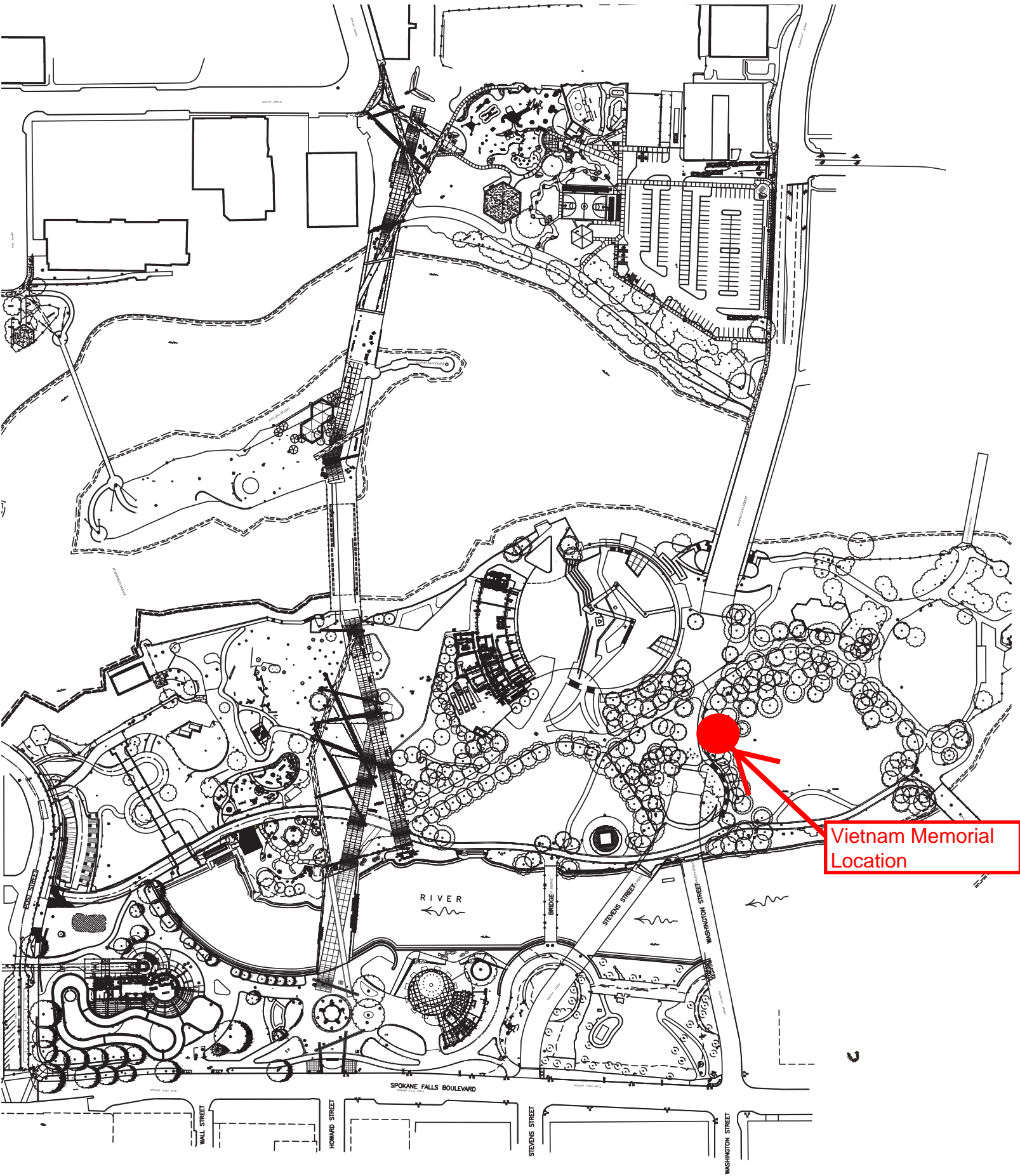
Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board

## Briefing Paper



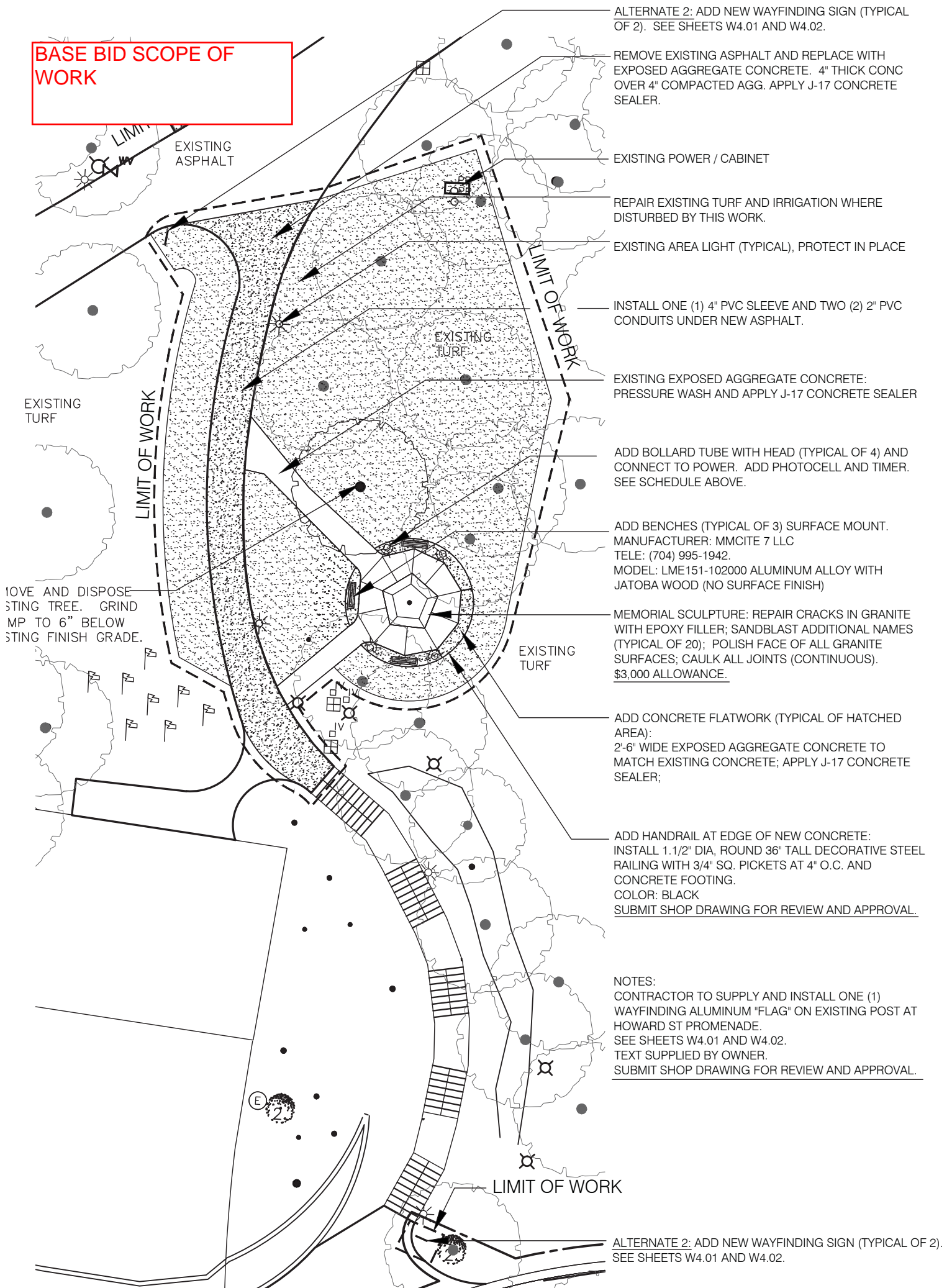
<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	September 02, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509-652-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>	2021-0554		
<b>Item title:</b> (Use exact language noted on the agenda)	Garco Construction/Vietnam Memorial alternate 1 (\$52,668, tax inclusive)		
<b>Begin/end dates</b>	Begins: 08/12/2021         Ends: 05/01/2022 <input type="checkbox"/> Open ended		
<b>Background/history:</b> Park Board previously approved the renovation project's base bid scope of work and alternate #2. At time of approval, the Park Board and Park Director expressed a strong desire to find additional funding to support the expanded scope of work known as alternate 1 which includes additional concrete flatwork, flag poles, decorative handrail, and additional planting & Irrigation. The Park Director was able to secure approximately \$25,000 in private donations while the remaining funds would come from Redevelopment Bond and Park Fund.			
<b>Motion wording:</b> Motion to approve Veterans Memorial Renovation Alternate 1 with Garco Construction, Inc. in the amount of \$52,668 (tax inclusive) from public donations, Redevelopment Bond, and Park Fund			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction Name: Tim Welch    Email address: tim@garco.com    Phone: 509 755-7220			
<b>Distribution:</b> Parks – Accounting    nhamad@spokanecity.org Parks – Pamela Clarke    hurricane18426@gmail.com Requester: Berry Ellison    bellison@spokanecity.org Grant Management Department/Name:    jmoog@spokanecity.org gerrodm@garco.com			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$25,000    Private Donations 1950 \$13,000    Redevelopment Bond 3346 \$14,668    Park Fund 1400			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600-297-734    Business license expiration date: 9/30/21 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Vietnam Memorial  
Location



# BASE BID SCOPE OF WORK



**1 TYPE 4 WAYFINDING DEVICE 3D VIEW**

**2 TYPE 4 WAYFINDING DEVICE TYPICAL SECTION**  
1" = 1'-0"

**3 TYPE 4 WAYFINDING DEVICE FACE ELEVATION**  
1" = 1'-0"

**4 TYPE 4 WAYFINDING DEVICE PLAN**  
1" = 1'-0"

**5 TYPE 4 WAYFINDING BOTTOM PLATE ASSEMBLY ISO VIEW**

**6 TYPE 4 WAYFINDING TOP PLATE ASSEMBLY ISO VIEW**

**Keynote Legend**

Key Value	Keynote Text
4.1	ALUMINUM GRAPHIC PANEL (REFER TO WAYFINDING DEVICE TYPE 4 NOTES). ACTUAL QUANTITY OF ALUMINUM GRAPHIC PANELS AND GRAPHICS VARY BY LOCATION; REFER TO GRAPHIC PACKAGE
4.2	3" X 3" X 1/4" STEEL ANGLE - MECHANICAL ATTACHMENT ONLY. NO WELDS. EA. ANGLE SHALL BE DRILLED TO ACCOMMODATE FASTENERS TO ACCOMMODATE MAXIMUM AMOUNT OF GRAPHIC PANELS POSSIBLE AND MECHANICAL ATTACHMENTS AS SHOWN (36 HOLES PER ANGLE)
4.3	1/2" STEEL TABS WELDED TO PLATE
4.4	3/8" X 7-1/2" STEEL PLATE CAP
4.5	1" STEEL PLATE
4.7A	1/4" DIA. GALV. HEX BOLT & NUT (GRIND/CUT BOLT FLUSH W/ NUT) - INSTALL ONLY WHERE ALUMINUM GRAPHIC PANEL IS PRESENT. ANGLE(S) SHALL BE DRILLED TO ACCOMMODATE FASTENERS EVEN IF NO INFORMATION PANEL IS PRESENT.
4.7C	1/4" DIA. GALV. HEX BOLT & NUT (GRIND/CUT BOLT FLUSH W/ NUT) - INSTALL ONLY WHERE CHPL. PANEL IS PRESENT. ANGLE(S) SHALL BE DRILLED TO ACCOMMODATE FASTENERS EVEN IF NO PANEL IS PRESENT.
4.7D	1/2" DIA. GALV. HEX BOLT & NUT
4.8	C.I.P. CONC. FOOTING PLINTH W/ 3/4" CHAMFER ALONG ALL EXPOSED (TOP/VERT) EDGES W/ SMOOTH FORM FINISH. CONCRETE SHALL BE EVEN/SMOOTH ONCE FORMS ARE REMOVED AND REQUIRE NO PATCHING. THIS FOOTING MAY BE PRECAST AT THE CONTRACTOR'S DISCRETION.
4.9	C.I.P. CONC. FOOTING OVER 95% COMPACTED SUBGRADE. THIS FOOTING MAY BE PRECAST AT THE CONTRACTOR'S DISCRETION.
4.11	1/4" STEEL BAR (TYP) 2" WIDE BETWEEN ADJACENT ANCHOR BOLTS EA. WAY.
4.12	A325 GALV. STEEL ANCHOR BOLT ANCHOR BOLT. 5/8" DIA.
4.13	(8) #7 BAR SPA. EVENLY
4.14	(6) #4 BAR TIES EQ. SPA. @ 9" MAX.
4.15	DOUBLE NUTS TIGHT TO BAR
4.16A	HOLE (CONFIRM SIZED TO ACCOMMODATE 1/4" DIA. GALV. STEEL HEX BOLT)

BY	REVISIONS	DATE

LOCATION: BRASS CAP IN WALL SW CORNER OF NORTH RIVER DRIVE & DIVISION		
ELEVATION: 1888.71	HORIZONTAL (AS NOTED)	BAR IS ONE INCH ON ORIGINAL DRAWING 0 [REDACTED] IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
CBM NO. OLD CITY #173	VERTICAL (AS NOTED)	
NAVD88 DATUM	SCALE	

CURRENT DESIGN STANDARDS CCS - ADOPTED 2/95	
DRAWN	Author
DESIGNED	Designer
CHECKED	Checker
APPROVED	Approver

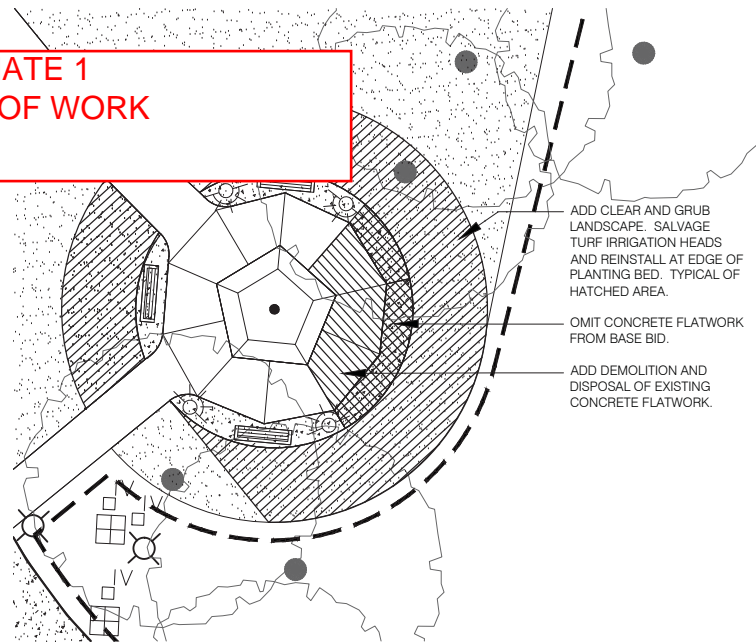


CITY OF SPOKANE, WASHINGTON  
DEPARTMENT OF PARKS AND RECREATION  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
(509) 625-6200

PROJECT TITLE:	RIVERFRONT PARK
SHEET TITLE:	LANDSCAPE TYPE 4 WAYFINDING DEVICE DETAILS

DIGITALLY SIGNED:		
TYPE OF IMPROVEMENT: PARK		
CITY PURCHASING NUMBER	DRAWING NUMBER	
	W4.01	
DATE: OF 72	REVISION NO.:	

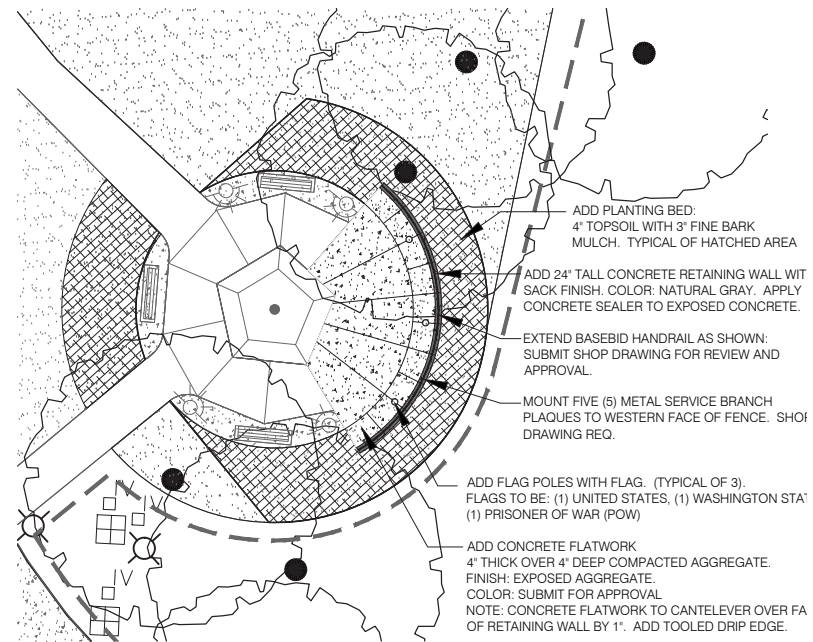
## ALTERNATE 1 SCOPE OF WORK



ADD/ALT 1 - DEMO PLAN

NORTH

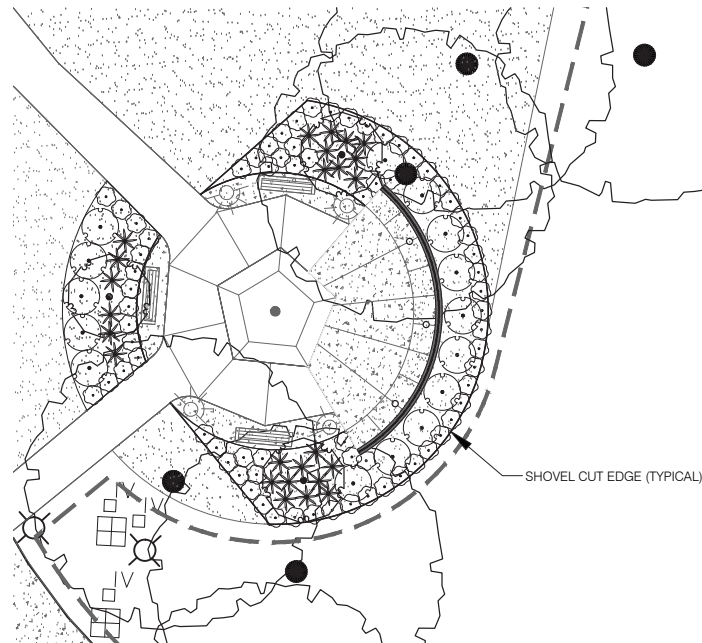
SCALE: 1"=10'-0"



ADD/ALT 1 - MATERIALS PLAN

NORTH

SCALE: 1"=10'-0"



### PLANT SCHEDULE

#### TREES



#### SHRUBS



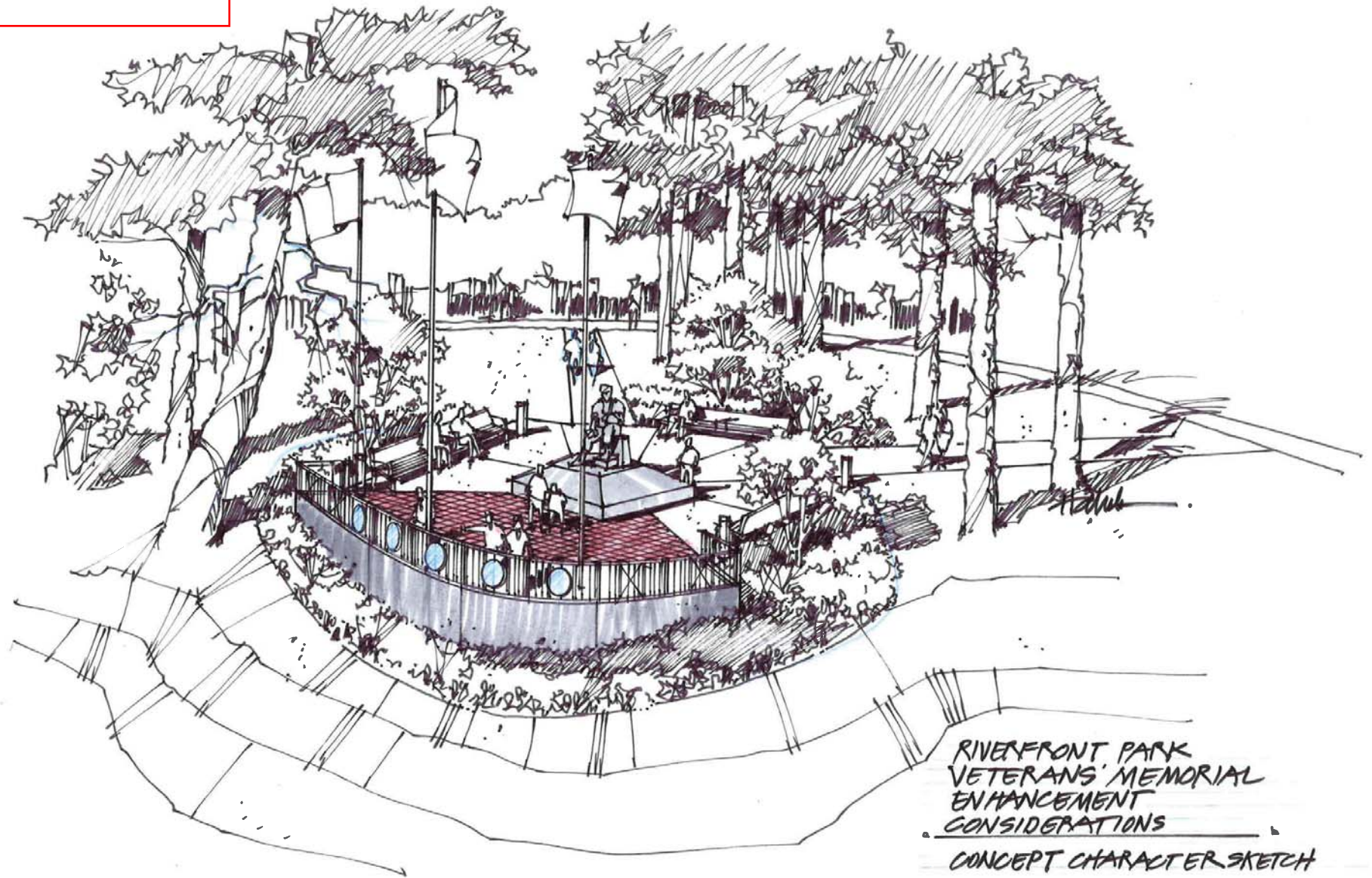
#### SHRUB AREAS



CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL
AG	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	Multi	1.5" Cal
CODE	BOTANICAL NAME	COMMON NAME	SIZE	
HB	Helictotrichon sempervirens 'Blue Oats'	Blue Oat Grass	1 gal	
PC	Physocarpus opulifolius 'Center Glow'	Center Glow Ninebark	5 gal	
CA	Cornus Alba 'Ivory Halo'	Variegated Red Twig Dogwood	5 gal	
CODE	BOTANICAL NAME	COMMON NAME	CONT	
CT	Cerastium tomentosum	Snow in Summer	1 gal	



ILLUSTRATIVE PLAN





RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION						
Reference Number	Description	Type	UOM	Quantity	Garco Construction, Inc.	Bidder #2
#1	BASE BID:	Base	ea	1	\$45,870.00	N/A
#2	SALES TAX 9.0%	Base	ea	1	\$4,128.30	N/A
#3	TRENCHING SYSTEM	Base	ea	1	\$0.00	N/A
TOTAL BASE BID + SALES TAX					\$49,998.30	N/A
#4	ALTERNATE #1: ADDED MEMORIAL IMPROVEMENTS (including 9.0% sales tax)	Option	Added flatwork, decorative fencing, flag poles, and landscape		\$48,319.27	N/A
#5	ALT 1 SALES TAX 9.0%	Option			\$4,348.73	N/A
TOTAL ALTERNATE 1 + SALES TAX					\$52,668.00	N/A
#5	ALTERNATE #2: ADDED WAYFINDING SIGNS (including 9.0% sales tax)	Option	ea	1	\$5,688.07	N/A
#6	ALT 1 SALES TAX 9.0%	Option	ea	1	\$511.93	N/A
TOTAL ALTERNATE 2 + SALES TAX					\$6,200.00	N/A

\$52,668 (tax included)





# City of Spokane Invitation To Bid

**GARCO Construction**  
**Alternate #1**  
**\$52,668 (tax included)**

## BID

TO: CITY OF SPOKANE, WASHINGTON  
PROJECT NAME: RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION

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

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

BASE BID: \$ 45,870  
SALES TAX ~~(8.9%)~~ (9.0%) \$ 4,128  
TOTAL BASE BID PRICE: \$ 49,998  
TRENCH SAFETY SYSTEM,  
if excavation greater  
than four feet (4') deep: \$ 0.00

### ALTERNATE 1: ADDED MEMORIAL IMPROVEMENTS

(including 9.0% sales tax) \$52,668

### ALTERNATE 2: ADDED WAYFINDING SIGNS

(including 9.0% sales tax) \$6,200

\$

## CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. GARCOCI928D5  
U.B.I. Number 602809160  
Washington Employment Security Department Number 42091000-9  
Washington Excise Tax Registration Number 602809160  
City of Spokane Business Registration Number T12054470BUS

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from  
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. ( ☒ YES ) ( ☐ NO )

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) <sup>0</sup> and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

( ☐ YES ) ( ☒ NO )

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

FIRM NAME: Garco Construction, Inc.

SIGNATURE:

TITLE: CEO

PHONE: 509.475.2954

ADDRESS: 4114 East Broadway, Spokane WA 99202



# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST Garco Construction, Inc.

PROJECT TITLE: RIVERFRONT PARK VIETNAM VETERAN'S MEMORIAL RENOVATION

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

CONTRACTOR/SUPPLIER Clearwater Summit

TYPE OF WORK/BID ITEM Landscaping

AMOUNT \$ 5,000

CONTRACTOR'S REGISTRATION NO. CLEARSG00KN

CONTRACTOR/SUPPLIER Power City Electric

TYPE OF WORK/BID ITEM Electrical

AMOUNT \$ 2,000

CONTRACTOR'S REGISTRATION NO. POWERCE994BA

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

August 5, 2021

Date

James F. Hald  
Signature of Authorized Representative

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	September 02, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509.652-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>	2021-0437		
<b>Item title:</b> (Use exact language noted on the agenda)	Coffman Engineers/Expo butterfly design phase II (\$64,500, tax exempt)		
<b>Begin/end dates</b>	Begins: 05/13/2021	Ends: 09/30/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> The Park Board approved the Phase I Expo Butterfly Preliminary Design by Coffman Engineers and specialty consultant Guildworks. The Park Board also authorized Park Staff to negotiate the scope and fee for phase 2 (final) design with the same consultant. Staff worked with the consultant to develop a scope and fee that meets the needs of the project and is cost effective. If approved by Park Board, phase 2 design will begin immediately. The deliverables of the project include structural calculations, bid drawings, and review of contractor shop drawings.			
<b>Motion wording:</b> Motion to approve Expo Butterfly Design Phase 2 by Coffman Engineers for \$64,400 (tax exempt) from Unrestricted Park Foundation Funds.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: Tom Arnold    Email address: arnold@coffman.com    Phone: (509) 328-2994			
<b>Distribution:</b> Parks – Accounting    culley.parris@coffman.com Parks – Pamela Clarke    mar@guildworks.com Requester: Berry Ellison    bellison@spokanecity.org Grant Management Department/Name:    jmoog@spokanecity.org			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$64,400.00    Budget code: 1950-54920-94000-56522			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI:    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Aug 31, 2021

Mr. Berry Ellison  
City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

Project: Riverfront Park Expo Butterflies Redesign  
Spokane Valley, WA

Subject: Proposal for Phase 2 Professional Engineering Services

Dear Mr. Ellison:

Coffman Engineers, Inc. (CEI) is pleased to submit this proposal for engineering services for the second phase of the redesign of the Riverfront Park Expo Butterfly Sculptures. If you find this proposal acceptable, please sign in the space at the end of this proposal and return to Coffman as written authorization to proceed. Our proposal is based on phase I project meetings with the City, stakeholders, and GuildWorks.

## **BASIC SERVICES: PHASE II**

Phase II will consist of final development of loads, design & engineering of the structure & joints, and the development of a design drawing set for the contractor addressing dimensions, materials, and intended general installation approach. To reduce costs CEI will not generate full fabrication drawings. Complex parts (such as wing connections) will be supplied in native part files or .STEP files for the contractor to utilize in developing shop drawings and fabrication. The subsequent shop drawings will be checked by CEI. GuildWorks will provide a drawing detailing the fabric covering and wing battens to the fabricated and installed butterfly.

### **Preliminary Task List:**

- Final engineering analysis and system loading
- Final development of all bearings and hinges
- Final stress calculation of all members and connection details
- Final engineering review and approval of all elements of design
- Create detail drawings for all but the most complex components of the butterfly
- Stamped drawings
- Provide general erection and lifting approach intention for contractors to develop fully.
- Create production documents for wing fabrics, including batten design and all connections as well as any more sculptural aspects of wing fabric layout and visual design

## **SCHEDULE**

In order to maintain personnel continuity, we need additional schedule to allow for Max Warthen to have paternity leave in October (approximate). We will complete as much as we can before his leave, however, the timing is uncertain and the budget is tight, which does not afford us the margin to spool up a different engineer to support the project.

1. Detailed Engineering during September – paternity leave permitting
2. Detailed Drawings 60% approximately 2 weeks after detailed engineering is complete
3. 90% drawings for contractor(s) to bid – 1 December or sooner.
4. 100% final drawings for construction – After award / comments / questions / clarifications from contractors

## **DELIVERABLES**

1. 60% design review for review with City Representative(s)
2. 90% design drawing package for bid (identifying proposed member sizes, connection approach, materials, and other information necessary for bidding)
3. IFC design drawing package, 3D models of complex components to provide to contractor awarded the fabrication and installation contract.

## **ASSUMPTIONS/CLARIFICATIONS**

Our proposal assumes the following assumptions and clarifications:

5. Costs associated with removing, inspecting, and providing guidance for repairing the existing rotor assembly are not included in the Phase II cost estimate due to the rotor assembly's state being unknown. This is an area of risk to this budget and could incur additional costs.
6. Phase 2 is developmental and subject to the limits of engineering feasibility. Coffman and GuildWorks have worked closely with the City to develop the concept and ROM cost. Any changes in approach directed by the City will incur additional costs.
7. Lighting design will be deferred to the construction phase and may be managed by the city as an entirely separate effort.
8. Final lifting plans as well as assembly ground support will be deferred to the contractor during the construction phase.
9. Detailed drawings of the complex wing connection brackets will not be provided by CEI, but CEI will supply 3D models to the awarded contractor for use in fabrication.
10. The design phase does not include construction support. The construction phase will include a CEI review of contractor shop drawings.



## ENGINEERING FEES

We propose to provide our basic services as described on a lump sum basis for phase II of \$64,500. Coffman Engineers will include copies of invoices from GuildWorks as expenses to the project with a standard 10% markup.

Coffman Design Effort	\$41,400
GuildWorks Design Effort	\$23,100
<b>Total Design Phase II Cost</b>	<b>\$64,500</b>

## REIMBURSABLE EXPENSES

Reimbursable expenses for travel, meals, and postage/delivery charges are included in our Basic Services fee above.

Thank you for this opportunity to be of service to you. If this meets with your approval, please sign and return one copy for our files.

Please call if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.



Culley Parris, PE  
Senior Discipline Mechanical Engineer



Craig Lee, S.E.  
Principal Advisor Structural Engineer

Enclosure: Agreement for Professional Services

This proposal is acceptable to Berry Ellison, City of Spokane:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	Sept. 2, 2021		
<b>Requester</b>	Hal McGlathery/KCCP Ad Hoc Committee <b>Phone number:</b> 954-3562		
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	New OPR; cross reference OPR 2021-0190		
<b>Item title:</b> (Use exact language noted on the agenda)	King Cole Commemoration Project recommendation		
<b>Begin/end dates</b>	Begins: 09/09/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> The Park Board approved the creation of the KCCP ad hoc committee during the board's March 11, 2021, meeting. The committee was tasked to evaluate and recommend a prominent recognition of King Cole within Riverfront Park. At the Aug. 24 KCCP meeting, the ad hoc committee agreed to recommend the following elements to the Riverfront Park Committee as part of the King Cole commemoration plan: 1) Name the Howard Street Promenade walkway :King Cole Way"; 2) interpretive signage along King Cole Way; 3) Expo '74 historical documentary video; 4) frieze sculpture depicting Spokane's historical events leading up and including Expo '74; and 5) King Cole statue.			
<b>Motion wording:</b> To support the KCCP Committee's recommendation to evaluate and seek funding opportunities, where needed, for the following King Cole commemorative elements at Riverfront Park: 1) designating King Cole Way; 2) interpretive signage along King Cole Way; 3) Expo '74 documentary video; 4) frieze sculpture; and 5) King Cole statue.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: meetmcgraw@aol.com Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

**King Cole Commemoration Project**  
**KCCP Steering Committee Recommendation for the**  
**Riverfront Park Committee of the Park Board**  
**Sept. 2, 2021**

**KCCP Committee background**

The KCCP Committee was created as an ad hoc committee of the Park Board at the March 11, 2021, Park Board meeting. By unanimous consent, the board approved the creation of the committee to evaluate and recommend a prominent recognition of King Cole within Riverfront Park. Jennifer Ogden asked Chris Wright (three-term, past Park Board president) and Hal McGlathery, 14-year retired Riverfront Park manager, to spearhead the KCCP. Chris and Hal recruited members to serve on the KCCP Steering Committee, and the first meeting was held on May 25.

**Project goal**

The King Cole Commemoration Project goal is to evaluate and recommend a prominent recognition of King Cole within Riverfront Park, and to create a working group to develop ideas for commemoration of King Cole's passion, leadership and vision that led to his being called the "Father of Expo '74 World's Fair. The KCCP is to present the Park Board a plan for prominent recognition of King Cole and any fundraising that might be required as part of the celebration of the 50<sup>th</sup> Anniversary of Expo '74 in 2024.

**Developing recognition recommendation**

During the Aug. 24 KCCP meeting, the members reviewed the following options for commemoration:

1. SIGNAGE: Commemorative signage in Riverfront Park
2. VIDEO: Expo '74 historical documentary video
3. KING COLE WAY: Howard Street Promenade in Riverfront Park named King Cole Way

4. EXPO LOGO: Resurfacing the Pavilion floor with Expo '74 logo
5. FRIEZE: Expo '74 artist frieze
6. STATUE: King Cole statue near the Pavilion

### **Descriptions of elements**

1. Commemorative signage in Riverfront Park - A variety of stories being told by professionally designed signs in designated locations to portray significant Expo '74 contributions
2. Expo '74 historical documentary video to be presented likely on the first floor of the new Pavilion
3. Designating the Howard Street corridor in the Riverfront Park running from the south entrance to the north entrance as "King Cole Way."
  - a. Other commemorations such as a statue, a frieze, commemorative signs, the Expo '74 plaque, street signs, entrance sign, etc.
4. Expo '74 logo painted on the Pavilion floor that would stand out viewed from the elevations in the Pavilion.
5. An artist frieze that would honor multiple leaders whose actions supported the leadership of King Cole such as: James Cowles who negotiated with the railroad and got them to relocate around the downtown of Spokane; the seven City Council members that passed the Business and Occupations Tax 7 to 0 that provided the local funding for Expo '74 necessary for the World's Fair to happen; the committee of Senators Jackson and Magnuson, Speaker of the House Thomas Foley, Mayor David Rodgers and King Cole that got the money pledged by the Federal Government, Bill Fearn who wrote all the grants to acquire the privately owned land for Expo '74 and Riverfront Park; the Native Americans who developed the American Indian exhibit called Native American's Earth that provided the story of the people who had fished for salmon for millennia below the Spokane Falls; Jerry Quinn, the man who saved the Clocktower; U.S. Presidents Nixon and Carter who officiated at the opening of Expo '74 and dedication of Riverfront Park, etc.
6. King Cole Statue near the Pavilion that would tell the story, permanently about how King Cole was the passionate visionary that led Spokane to be the smallest city in the world to host a World's Fair that was arguably the most significant historical event in the City's history, and prompted Mayor David Rodgers to write in 2006 that the park complex "changed the entire

character of the downtown,” and continues to do so today. In other words, Expo ‘74 accomplished precisely what it was intended to accomplish, and forty years later, evidence of Expo ‘74 is easy to find. The Clocktower and the tilted dome of the Pavilion still dominates the park’s skyline.

At the Aug. 24 meeting, the Steering Committee’s eight present members discussed the various commemorative elements and agreed upon five key commemorative elements. These elements include:

1. SIGNAGE: Commemorative signage in Riverfront Park
2. VIDEO: Expo ‘74 historical documentary video
3. KING COLE WAY: Howard Street Promenade in Riverfront Park named King Cole Way
4. FRIEZE: Expo ‘74 frieze sculpture
5. STATUE: King Cole statue near the Pavilion

Note: Of the four members unable to attend, three followed up following the meeting that they support the recommendation, and one member was not able to respond.



# **King Cole Commemoration Project**

**KCCP Steering Committee's  
recommendation for the  
Riverfront Park Committee of the Park Board  
Sept. 2, 2021**

# Purpose of the KCCP Steering Committee

- Evaluate and recommend a prominent recognition of King Cole within Riverfront Park
- Create a working group to develop ideas for the commemoration
- Present a plan to the Park Board for recognition and fundraising to complete the project as part of the 50<sup>th</sup> anniversary of Expo '74 in 2024



# KCCP Steering Committee considered a variety of elements to commemorate King Cole:

- Designate the Howard Street Promenade walkway as King Cole Way
- Interpretive signage in Riverfront Park
- Expo '74 historical documentary video
- Expo '74 logo imprinted on the Pavilion floor
- Frieze sculpture depicting Spokane's historical events leading up to and including Expo '74
- King Cole statue

# King Cole Way

- Designate the Howard Street Promenade walkway as King Cole Way
- Along the way, interpretive signage, with possible QR codes, brings the history of Expo '74 to life.





**King Cole Way** – The walkway leads visitors from the south entrance at Rotary Fountain to the north entrance of the park.





The history of Expo '74 comes to life along King Cole Way through interpretive signage and various features commemorating the World's Fair.





As visitors proceed along King Cole Way, they discover new park features



and iconic, historical features.























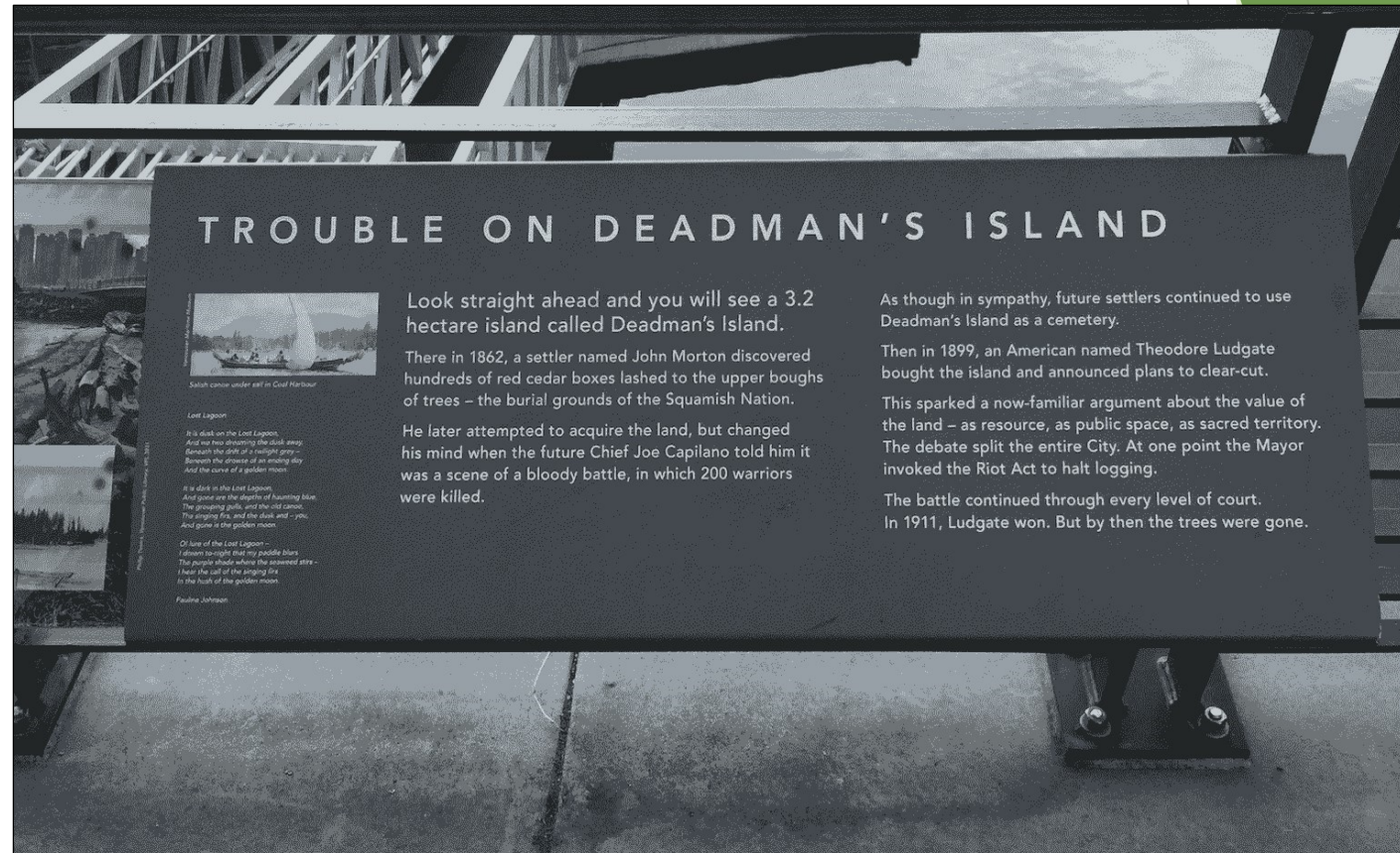


**King Cole Way** concludes at the north entrance of the park.



# Interpretive signage

- Interpretive signage along King Cole Way will tell the compelling story of Expo '74 and its significance to Spokane.
- This is an example of signage at Vancouver Waterfront which features the history of the region.





# Expo '74 documentary video

- The historical documentary video will tell the story of Expo '74 similar to what is depicted in the [Expos at Shanghai and Spokane – YouTube video](#). Portions of this YouTube video can be incorporated in the Expo '74 documentary.
- The documentary could include interviews of Cole and others who brought Expo to Spokane.
- A potential location for viewing the video could be the first floor of the Pavilion.



## Frieze sculpture

This artwork would honor the various citizens who supported King Cole's vision. The frieze would also celebrate Spokane's rich history and its unique natural environment which led to Expo '74 being

the first environmentally-themed World's Fair. This example shows how this type of sculpture may depict an event or region's history.



# King Cole statue

- The statue could portray this image of King Cole welcoming visitors to Expo '74.
- The artwork is designed to commemorate King Cole for his passion and vision which led Spokane to be the smallest city in the world to host a World's Fair.



# **KCCP Steering Committee recommends the following elements to permanently commemorate King Cole in Riverfront Park:**

- Designate the Howard Street Promenade walkway as King Cole Way
- Interpretive signage in Riverfront Park along King Cole Way
- Historical documentary video
- Frieze sculpture depicting Spokane's historical events leading up and including Expo '74
- King Cole statue

**Thank you  
for your consideration.**

**Questions?**



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	Sept. 2, 2021		
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	New OPR; Cross reference: OPR 2021-0595		
<b>Item title:</b> (Use exact language noted on the agenda)	Doppelmayr USA master agreement (not to exceed \$50,000/annually)		
<b>Begin/end dates</b>	Begins: 09/15/2021	Ends: 09/15/2026	<input type="checkbox"/> Open ended
<b>Background/history:</b> The Numerica Skyride requires parts and service which are unique to the attraction and with specifications determined and certified by the manufacturer. The Park Board approved a sole source resolution with Doppelmayr USA during the August 2021 convening of the Spokane Park Board. This agreement establishes a master agreement for on-call parts and services not to exceed \$50,000 annually.			
<b>Motion wording:</b> Approve Doppelmayr USA master agreement, not to exceed \$50,000 annually			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: James Griffith    Email address: james.griffith@doppelmayrusa.com    Phone: 385-272-7462			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$50,000    Budget code: 1400-54312-76810-54201			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-200-664    Business license expiration date: 9/30/22 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			





**City of Spokane**  
**Parks and Recreation Department**

**PUBLIC WORKS AGREEMENT**  
**ON-CALL PARTS AND SERVICE**  
**FOR SKY RIDE**

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 **DOPPELMAYR USA INC.**, whose address is 3160 West 500 South, Salt Lake City, Utah 84104, as ("Contractor") individually hereafter referenced as a "party", and together as the "parties", individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide On-Call, Parts and Service for the Sky Ride; and*

*WHEREAS, the Contractor has been deemed a Sole Source Provider.*

*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 September 15, 2021, and ends on September 15, 2026, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor shall provide on-call Parts and Service for the Sky Ride.

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

#### **4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's on-call, as needed services under this Agreement shall be up to a maximum amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** per year, plus applicable 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 City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. TAXES, FEES AND LICENSES.**

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

#### **6. PUBLIC WORKS.**

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **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.

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

## **7. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **9. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the 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.

## **INSURANCE.**

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) 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 acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

## **17. 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

## **18. 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.

#### 19. MISCELLANEOUS PROVISIONS.

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

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

**DOPPELMAYR USA INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

Attachment B - Certification of Compliance with Wage Payment Statutes

M21-169

## ATTACHMENT A

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

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

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

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

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



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date \_\_\_\_\_, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

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

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