



**CITY OF SPOKANE PARK BOARD
RIVERFRONT PARK COMMITTEE**

8:05 a.m. February 10, 2020
Pavilion Conference Room
574 N. Howard St., Spokane WA 99201
Riverfront Park Director Jonathan Moog

Committee Members:

X Jennifer Ogden – Chair pro
tem
X Gerry Sperling
Jamie SiJohn (Absent)

Park Board:

Bob Anderson
Garrett Jones

Guests:

Colin Anderson – Integrus
Architecture
Tobby Hatley – WA Hospitality
Association
Monte Koch – Spokane PFD
Bill Larue – Bernardo Wills
Architecture
Licia LeGrant – Bernardo Wills
Architecture

Parks Staff:

Jo-Lynn Brown
Fianna Dickson
Berry Ellison
Rhett McCall
Jonathan Moog
Kevin Sharrai

City of Spokane:

Danielle Arnold

Summary

- The Selkirk request for easement and development partnership/north bank Riverfront Park was presented as a discussion item
- The committee approved to recommend the Park Board approve the following:
 - Water heater replacement from major repair reserve (\$36,028.48, tax inclusive)
 - Freight Way, Inc., contract amendment (\$6,500, tax inclusive)
 - LaRiviere, Inc., revised construction contract/north bank playground (\$9,262,949.39, tax inclusive)
 - CXT, Inc., prefabricated restroom purchase agreement/West Havermale playground (\$113,559.72, tax inclusive)
 - F.A. Bartlett Tree Experts tree work contract amendment #7/West Havermale (\$16,020.42, tax inclusive)
- The following were presented as discussion items: 1) the appointment of Nick Sumner as the RFP Committee chair effective for the March 9, 2020, meeting; and 2) possible changes for the date and or time of the RFP Committee meetings.
- The 2020 Riverfront Spokane Work Plan was presented as an informational item.
- The January operations report was presented.
- The Riverfront Park redevelopment budget-to-actual update was presented.

The next regularly scheduled Riverfront Park Committee meeting will be 8:05 a.m. March 9, 2020, in the Pavilion Conference Room.

Minutes

The meeting was called to order at 8:07 a.m. by Jennifer Ogden.

Discussion Item:

1. [Selkirk request for easement and development partnership/north bank Riverfront Park](#) was presented by *Berry Ellison*. The request is for a 15-foot, no-build easement to the south and east of the Selkirk property abutting the north end of the Promenade and the SportsPlex. Selkirk has offered to maintain the easement and build an external elevator that would provide additional access between the north Promenade and the SportsPlex's higher elevation. Members of Bernardo Wills Architects (for Selkirk), Integrus Architects (for the Public Facilities District) and the PFD were all in attendance. The proposal was presented as a viable win-win for all parties and will be explored further and brought as a future action item.

Action Items:

1. [Water heater replacement from major repair reserve \(\\$36,028.48, tax inclusive\)](#) was presented by *Jonathan Moog* and *Kevin Sharrai*. 2 of 2 commercial grade hot water heaters located at the Skate Ribbon failed due to hard water damage within a week of each other after two years of service. Repair of each unit is not feasible and considered a total loss by city plumbers. The water heaters are out of warranty. Hot water is required for maintaining ice in safe condition for skating and by the Health District related to food service sanitation. Immediate replacement was considered an emergency because of the immediate threat posed to the performance of essential functions at the Skate Ribbon. Without replacement, the Ice Ribbon season would have been forced to end prematurely. Garrett Jones approved the purchase and staff installed the replacement water heaters. The new water heaters are a higher grade, have a 15-year warranty, have stainless steel tanks (versus fiberglass), and a water treatment system was included that will help prevent the minerals in the water from being able to stick to the tubing which led to the failure of the prior water heaters. The request to the Park Board is to fund the replacement costs from the emergency equipment replacement fund. This request will also be presented to the Finance Committee prior to the Park Board meeting.

Motion #1: Jennifer Ogden moved to recommend the Park Board approve the water heater replacement from major repair reserve in the amount of \$36,028.48, tax inclusive. Gerry Sperling seconded.

Jennifer Ogden designated Bob Anderson as an alternate for absent committee member Jamie SiJohn.

The motion passed with unanimous consent (3-0 vote).

It was recommended to make this a consent action item for the Park Board agenda.

2. [Freight Way, Inc., contract amendment \(\\$6,500, tax inclusive\)](#) was presented by *Jonathan Moog*. Freight Way is currently under contract for moving the stage around the park. It is a time-and-materials contract that is being amended in excess of 10% of the original contract and thus requires Park Board approval.

Motion #2: Jennifer Ogden moved to recommend the Park Board approve the Freight Way, Inc., contract amendment in the amount of \$6,500, tax inclusive. Bob Anderson seconded.

The motion passed with unanimous consent (3-0 vote).
It was recommended to make this a consent item for the Park Board agenda.

3. [LaRiviere, Inc., revised construction contract/north bank playground \(\\$9,262,949.39, tax inclusive\)](#) was presented by *Berry Ellison*. The contract revision is due to a typographical error of a line amount of less than \$2,000.00. The error was caught and the outcome of the bidding was not impacted, LaRiviere Inc., is low bidder with the updated amount.

Motion #3: Jennifer Ogden made a motion to recommend the Park Board approve the LaRiviere, Inc., revised construction contract/north bank playground in the amount of \$9,262,949.39, tax inclusive.

Gerry Sperling seconded.

The motion passed with unanimous consent (3-0 vote).

It was recommended to make this a consent item for the Park Board agenda.

4. [CXT, Inc., prefabricated restroom purchase agreement/West Havermale playground \(\\$113,559.72, tax inclusive\)](#) was presented by *Berry Ellison*. The project was competitively bid due to the extensive customization, including two adult-size changing tables. This building includes heating and insulation, and would have the option of being operated yearround, should the staff desire to. The year-round capability will be a good test for the outer parks as there is need for restrooms currently being met by portable facilities outside of existing park restroom operating calendar.

Motion #4: Jennifer Ogden moved to recommend the Park Board approve the CXT, Inc., prefabricated restroom purchase agreement/West Havermale playground in the amount of \$113,559.72, tax inclusive.

Bob Anderson seconded.

The motion passed with unanimous consent (3-0 vote).

It was recommended to make this a regular action item for the Park Board agenda.

5. [F.A. Bartlett Tree Experts tree work contract amendment #7/West Havermale \(\\$16,020.42, tax inclusive\)](#) was presented by *Berry Ellison*. As the scope of work has expanded the contract requires amendment to the estimated amount. The expanded work includes grinding stumps in West Havermale, log hauling, installing tree protection zones, and root pruning and excavating.

Motion #5: Jennifer Ogden moved to recommend the Park Board approve the F.A. Bartlett Tree Experts tree work contract amendment #7/West Havermale in the amount of \$16,020.42, tax inclusive.

Gerry Sperling seconded.

The motion passed with unanimous consent (3-0 vote).

It was recommended to make this a regular action item for the Park Board agenda.

Discussion Items:

1. Jennifer Ogden shared that Nick Sumner has been appointed to chair the Riverfront Park Committee effective for the March 9, 2020, committee meeting.
2. Jonathan Moog presented the idea of changing the date and/or time of the RFP Committee meeting from 8:05 a.m. on a Monday. The idea was favorably met. Jonathan will consult with members and bring a consensus as an action item at a future meeting.

Informational Items:

1. The Riverfront Spokane 2020 Work Plan was presented by *Jonathan Moog*. The priorities for

2020 include: 1) activating the Pavilion; 2) address and solve the challenge of hardscape cleaning (will most likely be an equipment solution); 3) exploring auxiliary funding sources including naming rights for the Pavilion, promoting the Campaign for Riverfront with the Spokane Parks Foundation within the Park; 4) exploring collecting micro-transaction donations (rounding-up transactions at the cashier); and 4) reserving admissions tax for Riverfront. Discussion regarding the RFP for a concessionaire was had, as the contract with the recommended provider is in negotiation. Jonathan Moog will consult with Bob Anderson and Gerry Sperling for ideas and insight they have as the process moves forward.

Standing Report Items:

1. Operations report – *Jonathan Moog* provided the January operations report. Highlights from January included: 1) approximately 31,000 ice admissions have been sold season to date; 2) skate in movies were held on Saturday evenings; 3) Skate with the Chiefs night had 130 in attendance; 4) current promotions include 50% off admission and rental with a password from social media and the purchase of 2020/21 season passes provide free skating through the end of the season; 5) Loeff Carrousel annual maintenance will conclude on Feb. 13; 6) the retirement of Bette Largent and recognition of her efforts restoring the Carrousel for the past 28 years; and 7) the Numerica Skate Ribbon and SkyRide signage has been installed on the south side of the building and the Visitor Information Signage is in permitting and going to production soon.
2. Riverfront Park Redevelopment update – *Danielle Arnold* presented the Riverfront Park redevelopment monthly update. \$250,000 was spent in January.
3. EPA grants update – There was no EPA grants update for January.

Adjournment: The meeting was adjourned at 9:40 a.m.

The next regularly scheduled Riverfront Park Committee meeting will be 8:05 a.m. March 9, 2020, in the Pavilion Conference Room.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park			
Committee meeting date	Feb. 10, 2020			
Requester	Berry Ellison	Phone number: 509-625-6276		
Type of agenda item	<input type="radio"/> Consent	<input checked="" type="radio"/> Discussion	<input type="radio"/> Information	<input type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order	<input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)	Selkirk request for easement and development partnership/north bank Riverfront Park			
Begin/end dates	Begins: 02/13/2020	Ends: 12/31/2022	<input type="checkbox"/> Open ended	
Background/history:	<p>Selkirk Development would care to enter into an agreement to make site improvements on Park property at the northern reach of the Howard St Promenade. The improvements would physically connect Riverfront Park, Sportsplex, and the proposed Selkirk development.</p> <p>In exchange, Selkirk requests a 15' wide no-build easement adjacent to the shared property lines AND a maintenance & use agreement for landscape, walkways, and elevator.</p> <p>The easements and agreement(s) would be negotiated with Selkirk, The Spokane Public Facilities District(as our tenant), and the Parks and Recreation Department.</p>			
Motion wording:				
Approvals/signatures outside Parks:	<input type="radio"/> Yes	<input checked="" type="radio"/> No		
If so, who/what department, agency or company:				
Name:	Email address:	Phone:		
Distribution:	Parks – Accounting JLbrown@spokanecity.org Parks – Pamela Clarke Bellison@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact:	<input type="radio"/> Expenditure	<input checked="" type="radio"/> Revenue		
Amount:	Budget code:			
Vendor:	<input checked="" type="radio"/> Existing vendor	<input type="radio"/> New vendor		
Supporting documents:	<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

January 24, 2020

Spokane Parks Executive Board
City of Spokane Parks & Recreation
808 W. Spokane Falls Blvd.
Spokane, WA 99201

On behalf of Selkirk Development, we appreciate your focus developing a framework for open collaboration between the Selkirk Development team, Public Facilities District and Spokane Parks Department to assist the city in developing its community aspirations as a *"vibrant, walkable and truly authentic urban neighborhood with a wide range of housing, complemented by shopping, dining, entertainment and recreation on the Spokane River, and intuitive connection to Downtown and surrounding neighborhoods"*.

Papillon Development Project:

The project includes development of two separate buildings (North Papillon & South Papillon tower), site development for both properties and the development of vacated Cataldo to be renamed "Cataldo Alley". The project is located east of the Spokane Veterans Area, north of Riverfront Park, west of the Sportsplex. The following are specifics regarding the components of the Papillon Project.

North Tower & plaza: The north/south accessible connection to the river, as required by the North Bank Overlay, is enhanced by moving the Papillon North Building to the west property line, creating 25'+/- wide corridor that includes shopping and dining opportunities along with walkable retail space and direct access to the Sportsplex project. We envision this space as a shared, barrier free, public/private corridor featuring public art, pedestrian amenities and landscape enhancements consistent with the Howard Street Promenade.

"Cataldo Alley": The recently vacated Cataldo Avenue will serve as a utility corridor for the project and the Sportsplex, function as a "Woonerf Street" that maximizes flexible use of the space for service, special events, access to parking and shared pedestrian and vehicular use.

South Tower & public amenity spaces: The Papillon South building will be a mixed-use facility (Office, retail, restaurants, ect.) providing public access through the ground floor level. This first-floor public space will be a combined Market and Food Hall space that will offer shopping, dining, arts and cultural amenities including a barrier free, accessible connection to the floors above and accessible route to the Sportsplex.

In addition to the public access there will be outdoor seating and gathering areas to support the business incubator concept and is intended to activate the terminus of the Howard Street Promenade and North Bank Playground benefiting the public in the following ways:

- Provide shopping and dining experience
- Provide services, access and restrooms
- Provide diverse employment opportunities and commercial spaces.

A key component to the proposed Papillon Project is "barrier- free connectivity". We are proposing an exterior elevator and stair for public use that provides both public connectivity as well as a major (possibly iconic) wayfinding component for the "Event and Entertainment District". This concept

further supports the projects efforts to enhance barrier free principals (ADA-AG) throughout the development.

Proposed Easements & Agreements Required: *See Exhibit A*

Private Developer (Selkirk) to provide a General Public Use Easement (defined width) continuous through Papillon South, Cataldo Alley and Papillon North properties.

Public (Parks Dept.) provided to Private Developer (Selkirk):

1. No build easement east of proposed south Papillon tower (Min. 15'-0") required per code to allow for openings, exit access and reciprocal cross access.
2. No build easement south of proposed south Papillon tower (Min. 15'-0") required per code to allow for openings, exit access and reciprocal cross access.
3. Agreement to construct and maintain proposed improvements per public standards on public land.

Funding & Maintenance:

It is Selkirk Development's intention to provide funding to construct and maintain the area defined per Exhibit A.

Project Schedule:

Site work for Papillon south to start June 2020. Underground utilities to be located in vacated Cataldo Street are to be installed Spring 2020 prior to construction start. This will be done in conjunction with the dry utilities to be installed for the Sportsplex project.

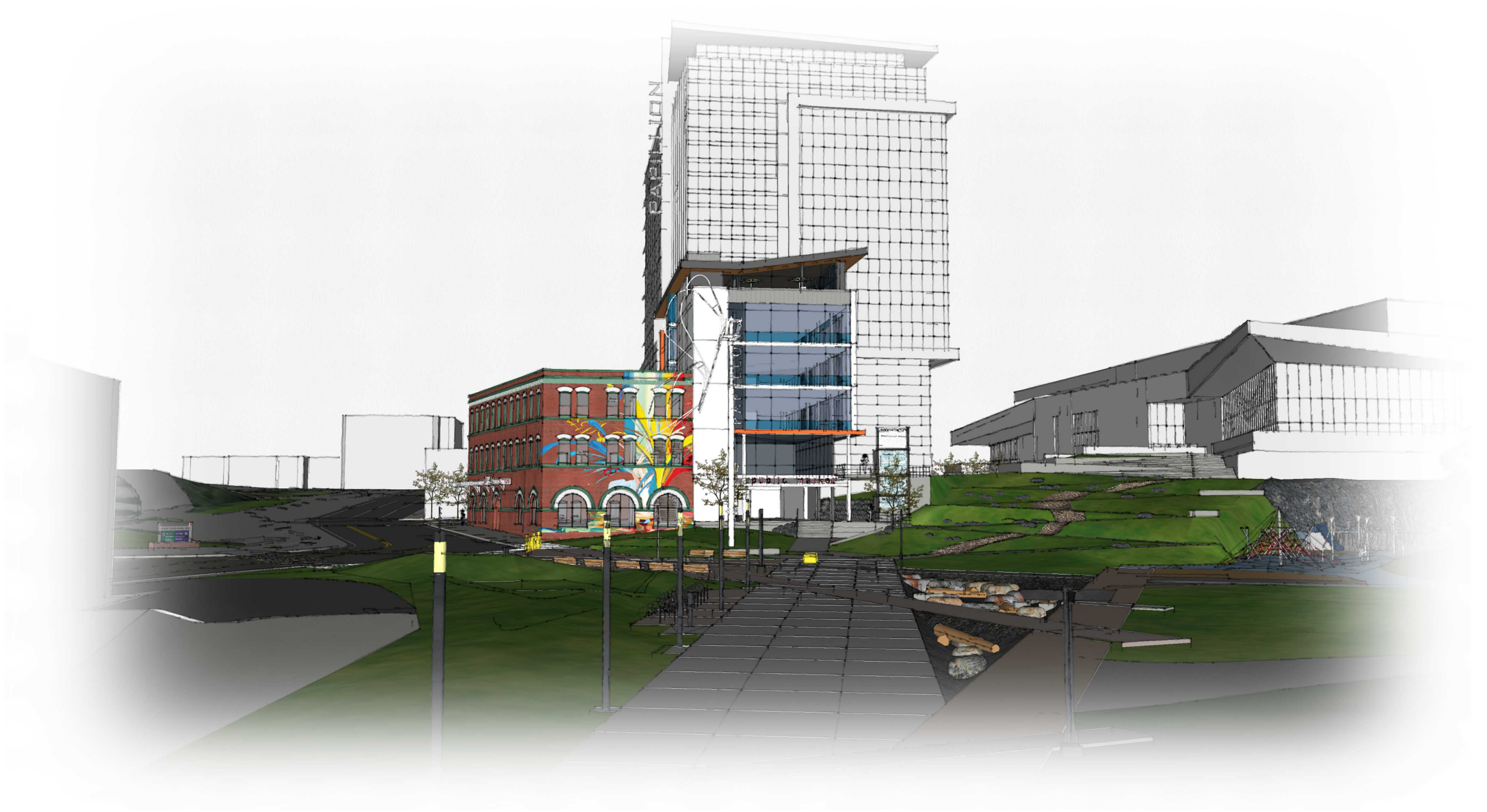
Overall project schedule for Papillon south tower:

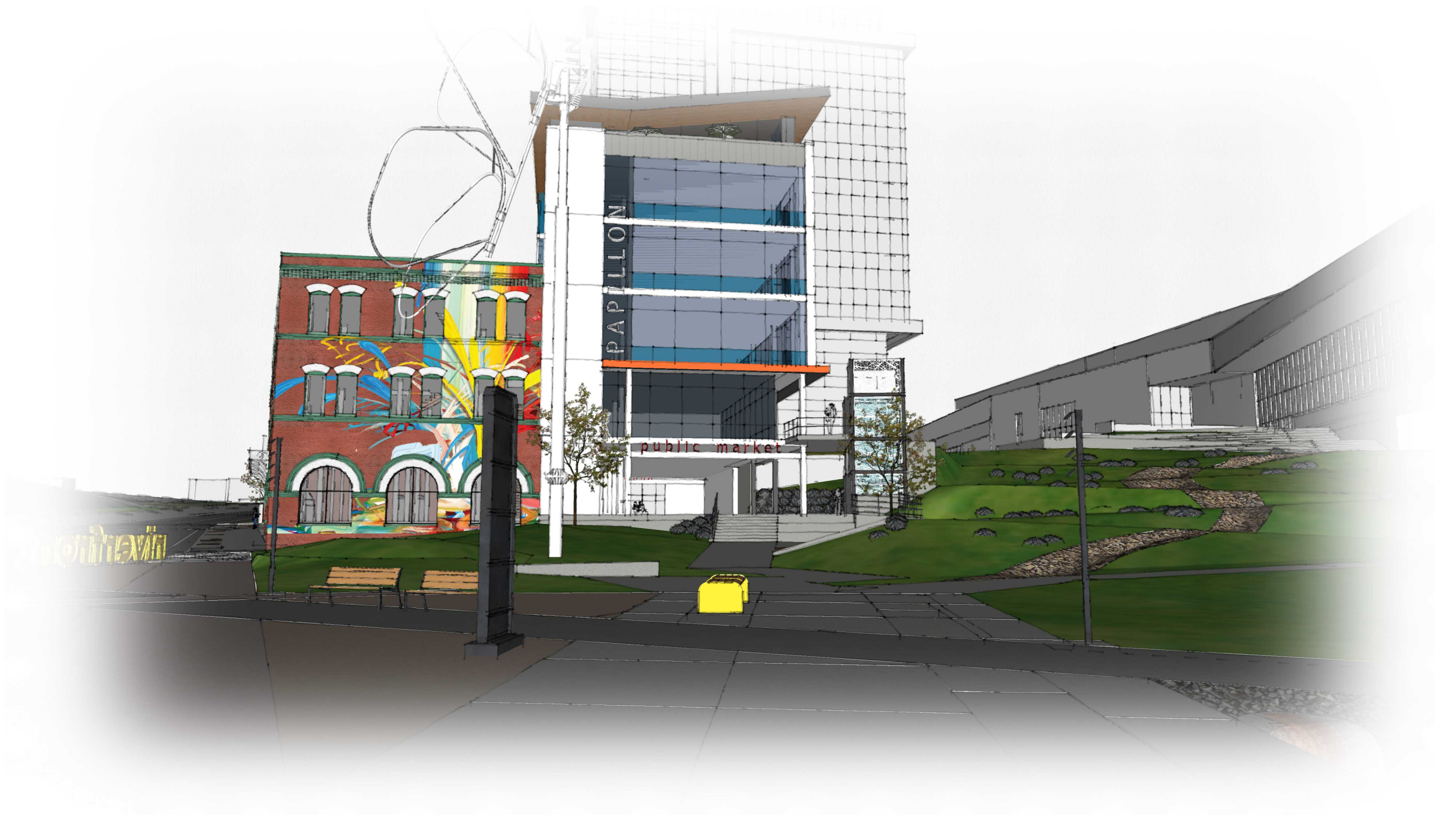
- Construction Start (Utilities): April/May 2020
- Construction (Site): June 2020
- Construction (Core & Shell): September 2020
- Substantial Completion (core & shell): December 2021

Overall project schedule for Papillon north tower:

- Construction (Site, Utilities & Footings): September 2020
- Construction (Parking Garage): February 2021
- Construction (Office Core & Shell): November 2021
- Substantial Completion (Parking – 2 Floors): November 2021
- Substantial Completion (Office core & shell): June 2022

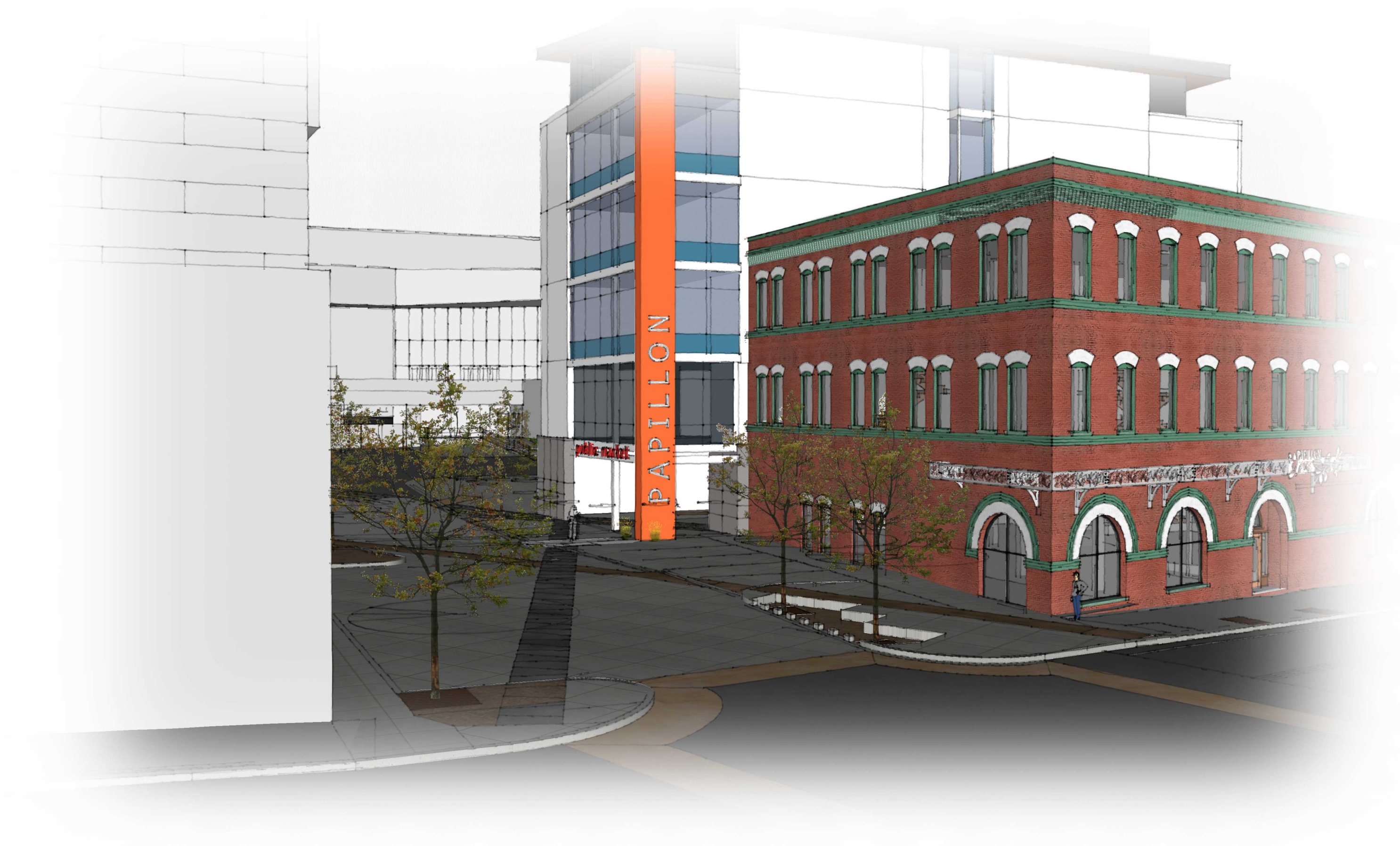
In summary with the ongoing open collaboration with the PFD/SportsPlex team we believe that the opportunity to provide a barrier free public "connectivity" between shared developments to enhance the public experience is viable. We look forward to working with all parties involved to make this project successful and something that community will be benefit from.



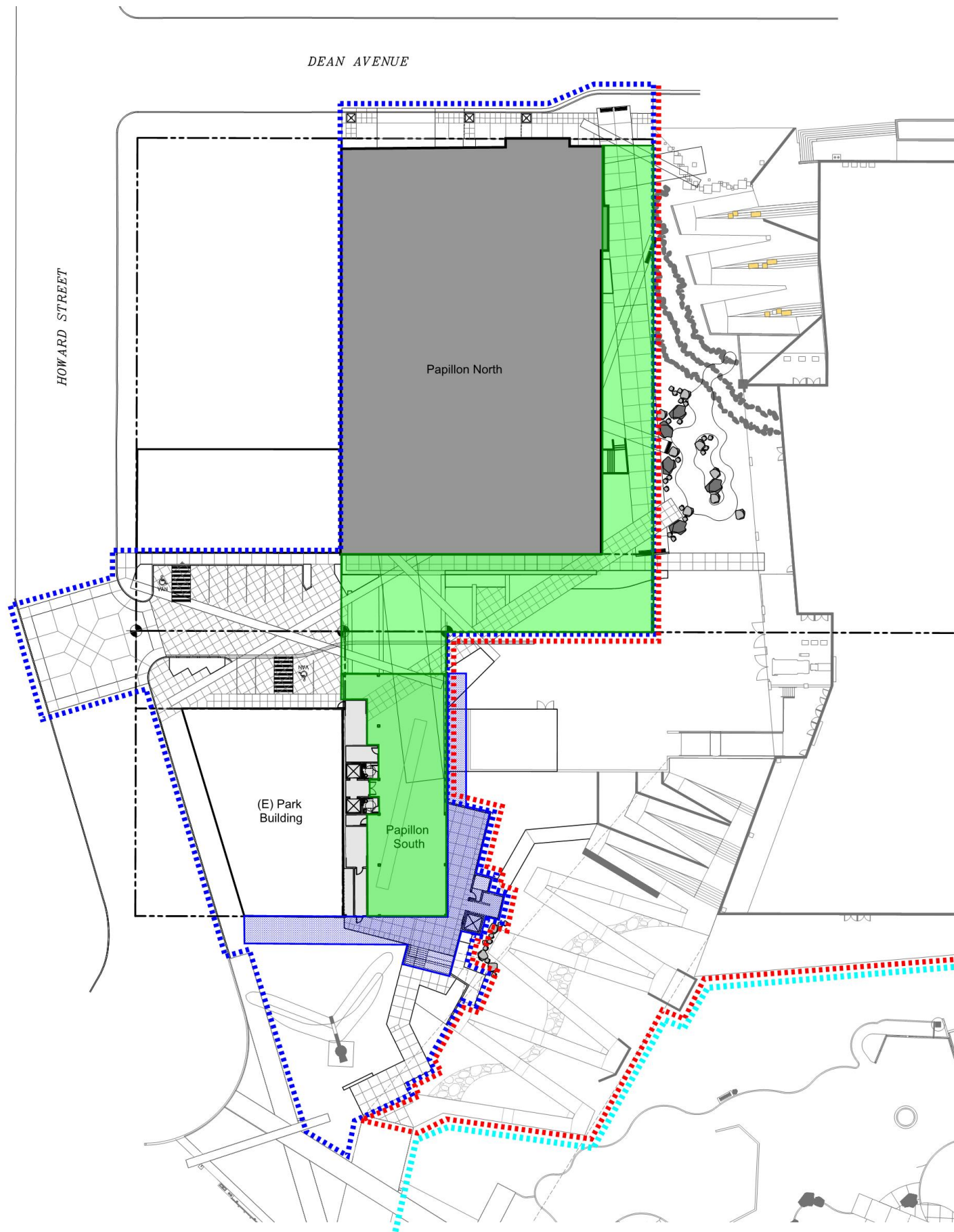












- - - - - Papillon Scope of Work
- Proposed "No Build" Easement and Construction & Maintenance Agreement (From Parks/PFD to Property Owner)
- Proposed reciprocal public access (From Property Owner)
- - - - - Sportsplex Scope of Work
- - - - - North Bank Playground Scope of Work

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	February 10, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)	ADMIN LGL 2018-0014		
Item title: (Use exact language noted on the agenda)	Water heater replacement from major repair reserve (\$36,028.48, tax inclusive)		
Begin/end dates	Begins: 02-13-2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
2 of 2 commercial grade hot water heaters located at the Skate Ribbon failed due to hard water damage within a week of each other after two years of service. Repair of the each unit is not feasible and considered a total loss by city plumbers. The water heaters are out of warranty. Hot water is required for maintaining ice in safe condition for skating and by the Health District related to food service sanitation. Immediate replacement was considered an emergency because of the immediate threat posed to the performance of essential functions at the Skate Ribbon. Pursuant to Park & Recreation Division Major Repair and Replacement Reserve Policy, funding of \$36,028.48 is requested as it meets the following criteria: (1) Replacement of a significant mechanical capital asset; (2) Funding meets the intended use for similar equipment; and, (3) Equipment is a replacement rather than a new capital asset. The Major Repair and Replacement Reserve Policy specifies if funds from the Major Repair and Replacement Account are approved by the appropriate committee (in this case RFP), it shall be presented as an action item at the next Finance Committee meeting.			
Motion wording:			
Approve \$36,028.48 from the Major Repair and Replacement Reserve for water heater replacement			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:		Email address:	Phone:
Distribution:			
Parks – Accounting			
Parks – Pamela Clarke			
Requester: Jonathan Moog			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$36,028.48		1950-54920-94000-5640	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	February 10, 2020		
Requester	Amy Lindsey	Phone number: 509-625-6372	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2019-0598		
Item title: (Use exact language noted on the agenda)	Freight Way, Inc., contract amendment (\$6,500, tax inclusive)		
Begin/end dates	Begins: January 1, 2020	Ends: December 31, 2020	<input type="checkbox"/> Open ended
Background/history: Freight Way, Inc., provides transportation services for Riverfront's SL320 mobile stage. The City does not own the appropriate trucking equipment to support this function in house. Stage transportation will occur to and from the Pavilion service yard to the Pavilion floor or other areas of the park as needed to support event activity. This contract extension and amendment is required to be consider by Park Board because its value exceeds 10% of the original contract.			
Motion wording: Approve contract amendment with Freight Way, Inc., for \$6,500, Tax inclusive			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Freight Way, Inc. Name: Chris Meusy Email address: Chris@freightwayinc.com Phone: 509-994-7755			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Amy Lindsey alindsey@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$6,500 Budget code: 1400-54341-76901-54201			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: 602-161-532 Business license expiration date: 06-30-2020 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane
Parks and Recreation Department

**CONTRACT EXTENSION &
AMENDMENT**

**Title: FREIGHT WAY, INC. FOR TRANSPORTATION OF
THE CITY OF SPOKANE PARKS DEPT. STAGE**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane Parks and Recreation Department**, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Freight Way, Inc.**, whose address is 4203 East Broadway Avenue, Spokane, Washington, 99202 as ("Company"). Individually hereafter referred as a "party" and, together, as the "Parties".

WHEREAS, the "Parties" entered into a Contract wherein the "Company" agreed to provide transportation services for the City's rental performance stage for the City of Spokane Parks Department; and,

WHEREAS, a the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and,

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

1. CONTRACT DOCUMENTS.

The Contract dated May 1, 2019, and any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES.

This Contract Amendment / Extension shall become effective January 1, 2020 and shall terminate on December 31, 2020.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Stage transportation for the City of Spokane, as requested, for the year 2020.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIX THOUSAND, FIVE HUNDRED and 00/100 DOLLARS (\$6,500.00)** for everything furnished and done under this Contract Amendment.

This is the maximum amount to be paid under this Amendment/Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

FREIGHT WAY, INC.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By  1/24/2020
Signature Date

By _____
Signature Date

Chris Meusy
Chris Meusy
Type or Print Name

Type or Print Name

President / Owner
President
Title

Title

602-161-532 With a City of Spokane
WA UBI No. Business Endorsement

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A- OPR 2019-0598

2019-1100-701



Minor Contract Summary

OPR # 2019-0598
Cross Ref
Destruct Date 1-1-2020
Date 8-1-2019

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

Department: Finance Operations Recreation/Golf Riverfront Urban Forestry

CR 20744

Note: A new contractor requires a W-9, Business License, ACH Forms and an Insurance Certificate attached to the contract.

Type of Contract:
 New Contract Renewal Amendment Extension Public Works Other

Contractor/ Consultant/ Vendor Name: Freight Way Inc.
Address: 4203 East Broadway Ave.
City, State, Zip: Spokane, WA 99202
Remittance Address:
City, State, Zip
Phone:
E-Mail:

RECEIVED
JUL 26 2019
CITY CLERK'S OFFICE

Summary of Transportation services for Riverfront Park's mobile stage.
Services:

Amount: \$3,500 Check if tax is included

Budget Code(s): 1400-54300-73900-54201

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc.):

Beginning Date: 5/1/19 Expiration Date: 12/31/19 Open-Ended:

- Quotes (per Purchasing Policy)
- Contractor is on the City's A & E Roster
- Contractor's Business License Exp Date 6-30-2020
- W-9 (for new contractors/consultants/vendors)
- ACH Forms (for new contractors/consultants/vendors)
- Insurance Certificate (min \$1 million)
- Grant Related (Grants Mgmt. Dept. must sign below)

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Amey Lindsey
Requester

Division Manager Jon Hoog
Type Name
 Director of Parks and Recreation Leroy Eddie Garrett Jones

[Signature]
Initials
[Signature]
Initials
[Signature]
Initials

Funds are available in the appropriate budget account:
 Accountant Megan Qureshi
 Grants Management Department

Parks and Recreation: <u>alindsey@spokanecity.org</u>	Additional Dept. <u>swood@spokanecity.org</u>
Park Accounting: <u>PARKS ACCOUNTING</u>	Additional Dept.
	Contractor: <u>chris@freightwayinc.com</u>
	E-mail:



City of Spokane

PERSONAL SERVICES AGREEMENT

**Title: FREIGHT WAY, INC. FOR STAGE LINE SL320
TRANSPORTATION SERVICES FOR THE
CITY OF SPOKANE PARKS DEPT.**

This Agreement is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Freight Way, Inc.**, whose address is 4203 East Broadway Avenue, Spokane, Washington, 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide safe and efficient transportation to and from locations inside and outside of Riverfront Park (RFP) for the City of Spokane; and,

WHEREAS, the Company provides Stage Line SL 320 to provide these services;

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2019 and shall run through December 31, 2019 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Company 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 Company is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Company's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Attachment B, Scope of Work, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Company shall provide safe and efficient transportation services of the Stage Line SL320 to and from designated locations inside and outside of Riverfront Park for the City of Spokane.

The Work is subject to City review and approval. The Company 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 Company's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **Three Thousand, Five Hundred and 00/100 DOLLARS (\$3,500.00)** unless modified by a written amendment to this Agreement.

The rate of pay shall be at \$125.00 per hour with a daily minimum of \$400.00 (3.2 hrs.)

The Company shall submit its applications for payment to City of Spokane Parks Dept., 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **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. Company 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 Company'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. 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 Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company 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.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. 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 Company 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.

8. INDEMNIFICATION.

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

9. 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 RCW 48:

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

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

i. Acceptable **supplementary Umbrella Insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) 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.

10. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (Attachment A)

The Company 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.

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

13. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company 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 Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

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

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data,

documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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).

17. 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.

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- 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 Company after the time the same shall have become due nor payment to the Company 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 Company. 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.

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.

FREIGHT WAY, INC.

By [Signature] 6-26-19
Signature Date

Chris Meusy
Type or Print Name

President / Owner
Title

602-161-532 With a City of Spokane
WA UBI No. Business Endorsement

Attest:

[Signature]
City Clerk

CITY OF SPOKANE

By [Signature] 07/09/19
Signature Date

GARNETT JONES
Type or Print Name

ACTING DIRECTOR PUBLICS ? REC
Title

Approved as to form:

[Signature]
Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A - Certificate Regarding Debarment
Attachment B - Scope of Work / Quote



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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<p><u>Chris Meusy/Freight Way Inc</u> Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p><u>President/Transportation</u> Program Title (Type or Print)</p>
<p><u>Chris Meusy</u> Name of Certifying Official (Type or Print)</p>	<p> Signature</p>
<p><u>President</u> Title of Certifying Official (Type or Print)</p>	<p><u>4-8-19</u> Date (Type or Print)</p>



FREIWAY-01

DNORMANDEAU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2019

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
Stieg Insurance, a division of PayneWest
PO Box 80007
Billings, MT 59108

CONTACT Dawn Normandeau
PHONE (A/C, No, Ext): (406) 541-6954 **FAX** (A/C, No):
E-MAIL: dnormandeau@stieginurance.com
ADDRESS:

INSURED

Freight Way Inc
P.O. Box 9978
Spokane, WA 99209

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Sentry Select Insurance Company :21180
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSUR. TYPE OF INSURANCE	ADOL. SUBS. INSD. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		A0084788002	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
A AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A0084788002	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A BROAD FORM CARGO		A0084788002	7/1/2019	7/1/2020	\$1,000 DED 150,000

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

CERTIFICATE HOLDER

CITY OF SPOKANE / CITY HALL
809 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dawn Normandeau

ACORD 25 (2016/03)

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Freight Way, Inc. Scope of Work

Freight Way, Inc. will provide efficient transportation services of the Stageline SL320 to and from designated locations inside and outside of Riverfront Park as agreed upon by Freight Way, Inc. and designated park manager.

The rate of pay shall be at \$125 per hour with a daily minimum of \$400 (3.2 hrs.)

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Feb. 10, 2020		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	LaRiviere, Inc., revised construction contract/north bank playground (\$9,262,949.39, tax inclusive)		
Begin/end dates	Begins: 02/13/2020	Ends: 04/30/2021	<input type="checkbox"/> Open ended
Background/history:	<p>Revised to correct typographical error resulting in contract increase of \$1,960.20 (inclusive of tax). In response to our request for bid, LaRiviere, Inc., is the reasonable responsive low bidder for the Riverfront Park north bank construction project. Project Improvements include: Base Bid: General Site Improvements; Alternate 1&7: M&O Facility; Alternate 4: Wheels Park; Alternate 6a&6b: Basketball Court; and Administrative Reserve (10% of Contractor's Bid).</p>		
Motion wording:	Move to approve north bank construction contract with LaRiviere, Inc., for \$8,454,218.46, plus administrative reserve of \$808,730.93 for a total contract amount of \$9,262,949.39, tax inclusive.		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company: LaRiviere, Inc.			
Name: Matt James		Email address: mattj@lariviere.co	Phone: 208-683-2646
Distribution:	Parks – Accounting JLBrown@spokanecity.org Parks – Pamela Clarke Dlarnold@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:		
Fiscal impact:	<input checked="" type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
\$6,182,912.32 (Redevelopment Bond)	3346 49577 94000 56301 48118		
\$808,730.93 (Redevelopment Bond Reserve)	3346 49577 94000 56301 48118		
\$2,271,306.15 (Non-Bond)	To be allocated by Parks Accounting		
Vendor:	<input checked="" type="radio"/> Existing vendor	<input type="radio"/> New vendor	
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> UBI: 602-764-461 Business license expiration date: 7/31/2020	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



**City of Spokane Parks
And Recreation Department**

PUBLIC WORKS CONTRACT

**Title: NORTHBANK PLAYGROUND
RIVERFRONT PARK**

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **LaRIVIERE, INC.**, whose address is 17564 North Dylan Court, Rathdrum, Idaho 83858 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **NORTHBANK PLAYGROUND RIVERFRONT PARK.**

2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

Contractor will construct the Base Bid and Alternates 1, 4, 6A, 6B and 7 of the **NORTHBANK PLAYGROUND RIVERFRONT PARK PROJECT**, in accordance with the contract documents

3. **TERM.** The term of this Contract begins on January 15, 2020 and ends on April 30, 2021, unless amended by written agreement or terminated earlier under the provisions.

4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.

6. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHT MILLION FOUR HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED EIGHTEEN AND 46/100 DOLLARS (\$8,454,218.46)**, including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. TAXES. Bid items in Base Bid and Alternates 1, 4, 6A, 6B and 7 shall include Washington State retail sales tax and any additional applicable taxes per WAC 458-20-170.

8. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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.

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

11. INSURANCE. During the period of the Contract, 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 RCW 48:

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. 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 Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; 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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor'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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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.

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

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked

performed the previous month.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including

sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 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.

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

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Parks and Recreation, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

LaRIVIERE, INC.

CITY OF SPOKANE

By [Signature] 1/22/20
Signature Date

By _____
Signature Date

MATTHEW D. JAMES
Type or Print Name

Type or Print Name

GM
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

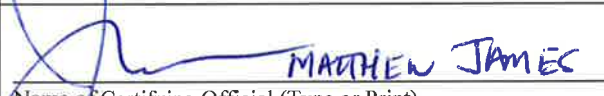

- Payment Bond
- Performance Bond
- Certification Regarding Debarment

**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.

La Riviere, Inc.	North Bank Riverfront Park Project
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
 Name of Certifying Official (Type or Print)	 Signature
GM Title of Certifying Official (Type or Print)	1/22/20 Date (Type or Print)

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Feb. 10, 2020		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	CXT, Inc., prefabricated restroom purchase agreement/West Havermale playground (\$113,559.72, tax inclusive)		
Begin/end dates	Begins: 02/13/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history:			
<p>A request for bid was issued for ADA-accessible prefabricated restroom for West Havermale. CXT, Inc., was the the low bidder for the pre-fabricated restroom. The restroom includes increased floorspace for ease of ADA access, adult size changing tables, heating and insulation, mop sink, and drinking fountain.</p>			
Motion wording:			
Move to approve CXT, Inc., prefabricated restroom purchase agreement for West Havermale playground in the amount of (\$113,559.72, tax inclusive)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: CXT, Inc.			
Name: Todd Weger		Email address: TWeger@lbfooster.com	Phone: 509-703-3384
Distribution:			
Parks – Accounting		JLbrown@spokanecity.org	
Parks – Pamela Clarke		Dlarnold@spokanecity.org	
Requester: Berry Ellison		Bellison@spokanecity.org	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$113,559.72		Budget code: 5901 79218 94000 56701	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> UBI: 601 279 666 Business license expiration date: 11/30/20	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Quote #: EKUE601FHU-2



Mailing Address:
CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

Phone: (800) 696-5766
Fax: (509) 928-8270
Date: 11/13/2019

Re: WA Spokane West Havermale Riverfront
Park City of Spokane Parks & Recreation
Department

To: City of Spokane Parks & Recreation Dept
808 W. Spokane Falls Blvd
Spokane, WA 99201-3317

Table with 2 columns: Description and Per Building. Includes items like Mendocino flush building, Heating and FRP Insulation Packa, Mop Sink with faucet, and Freight.

FOB: Freight FOB Plant Prepaid and Add.
Terms: Net 30 with Credit Approval.
Notes: Sales tax not included
Number of Units: ___

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By Eric Kuester
ekuester@lbfoster.com

Accepted this ___ day of ___ 20___
By: (Customer Name)
(Signed)

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Feb. 10, 2020		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2016-0549		
Item title: (Use exact language noted on the agenda)	F.A. Bartlett Tree Experts tree work contract amendment #7/West Havermale (\$16,020.42, tax inclusive)		
Begin/end dates	Begins: 02/13/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Background/history:			
<p>Bartlett Tree Experts has a master contract to provide Arborist services for Riverfront Park Redevelopment. Amendment #7 is the fourth budget increase. This amendment will increase encumbered amount to \$420,997.80. No further amendments are anticipated.</p>			
Motion wording:			
Move to approve F.A. Bartlett Tree Experts tree work contract amendment #7 for West Havermale in the amount of (\$16,020.42, tax inclusive)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: The F.A. Bartlett Tree Experts			
Name: Joseph Zubaly		Email address: jzubaly@Bartlett.com	Phone: 509-703-3384
Distribution:			
Parks – Accounting		JLbrown@spokanecity.org	
Parks – Pamela Clarke		Dlarnold@spokanecity.org	
Requester: Berry Ellison		Bellison@spokanecity.org	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$16,020.42 (Redevelopment Bond)		3346 49574 94000 56504 48117	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 602 831 916 Business license expiration date: 5/31/20		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



Client: 0525639

Printed on: 12/23/2019

Created on: 12/23/2019

City of Spokane - Parks & Rec
Attn: Angel Spell - 509 363-5495
808 W Spokane Falls Blvd
5th Floor
Spokane, WA 99201
Business: (509) 481-1537

Bartlett Tree Experts
Joe Zubaly - Representative
11120 East Empire Avenue
Suite 3
Spokane Valley, WA 99206
Mobile Phone: 208-640-6401
E-Mail Address: jzubaly@bartlett.com

Property Address: Riverfront Park OPR 2016-0549, North Howard Promenade and Pavilion 2018, Spokane, WA 99201

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Tree and Shrub Work:

Removal

Grind the Selected stumps located at the Construction site to approximately 12 inches below existing grade. Leave mulch.

Arborist Notes:

- 5 stumps to be ground and 2-4 log loads hauled off site.
- Above price is approximate.
All work to be billed @ \$120/man hour port to port.

Amount: \$1,920.00

Tax: \$155.52

Tree Preservation

Air excavation services to include:

15 Tree Protection Zones installed. Includes fencing and 4-6" wood chip layer inside of fencing.
TPZs are priced @ \$360/tree.

Amount: \$5,400.00

Tax: \$437.40

Root Collar/Surgery

Root prune Selected group located at the Construction site to reduce the risk of root damage and subsequent decay within the critical root zone. Roots will be pruned by excavating soil with an air-tool and severing roots with a saw. at a distance of approximately 6 feet from the stem to a depth of approximately 9 inches in depth. Trenches will be

Client: 0525639

Printed on: 12/23/2019

Created on: 12/23/2019

backfilled with soil.

Arborist Notes:

- Air excavation and root pruning performed by a Certified Arborist billed @ \$625 each tree.

It is difficult to estimate the number of Root treatments necessary prior to construction, but based on such a tight work site, I estimated that there would be 12 of the 15 trees excavated that are being protected.

Amount: \$7,500.00


Tax: \$607.50

Total Amount: \$14,820.00

Total Tax: \$1,200.42

Total: \$16,020.42

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

 (Customer Signature)

 (Bartlett Representative - Joe Zubaly)

 (Date)
 12/23/2019

 (Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.
 All accounts are net payable upon receipt of invoice.
 Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

Meet Your Bartlett Arborist Representative

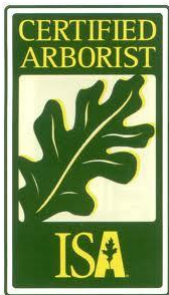


Joe Zubaly

Arborist Representative

Joe has been in the tree care industry for 27 years, spending the last 20 years in the Spokane/CDA area as President of Northwest Plant Health Care Inc. NPHC was acquired by Bartlett Tree Experts in January of 2017. His commitment to his customers and the care of their properties is only enhanced by the resources and scientific approach to tree care that Bartlett now brings to the Spokane market.

Joe has a B.A. in psychology and has been an ISA Certified Arborist for more than 20 years and uses this education and his experience to help people connect with trees every day.



About Bartlett Tree Experts

Founded in 1907, Bartlett specializes in preventive health care for your trees and shrubs including soil management, insect and disease management, and general tree maintenance such as pruning, cabling and bracing, lightning protection, planting and removal. Bartlett brings the resources of world-class research right to your home via its Certified Arborists and Arborist Representatives. Bartlett is a family-owned, international company with over 100 offices located throughout the United States, Canada, England, and Ireland.

Joe has been married more than 20 years to Kate and has 3 teenage boys who keep them running to basketball and soccer games.



BARTLETT TREE EXPERTS

SCIENTIFIC TREE CARE SINCE 1907

509-892-0110

jzubaly@bartlett.com

www.bartlett.com

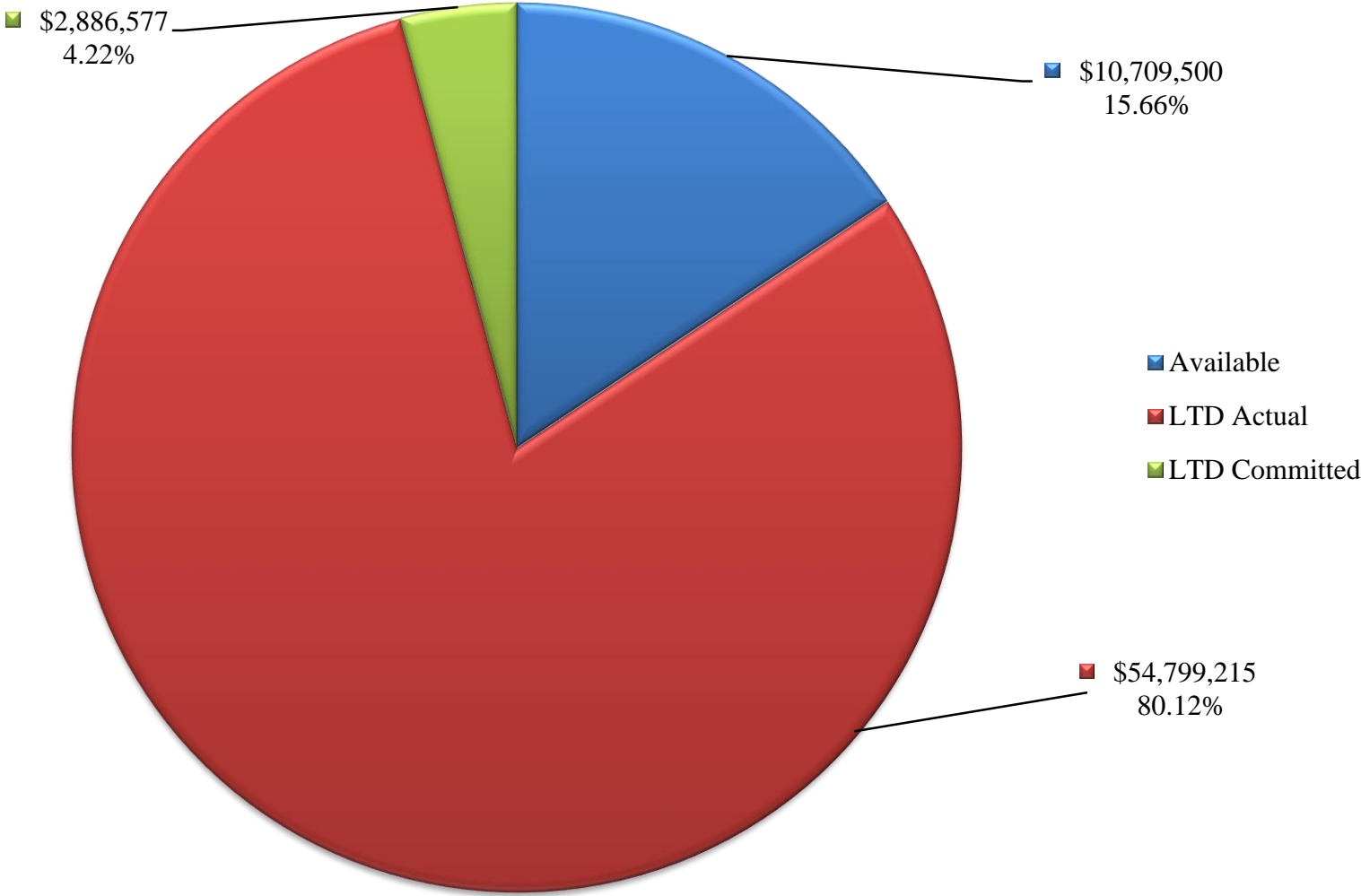


RIVERFRONT PARK REDEVELOPMENT PROJECT UPDATE

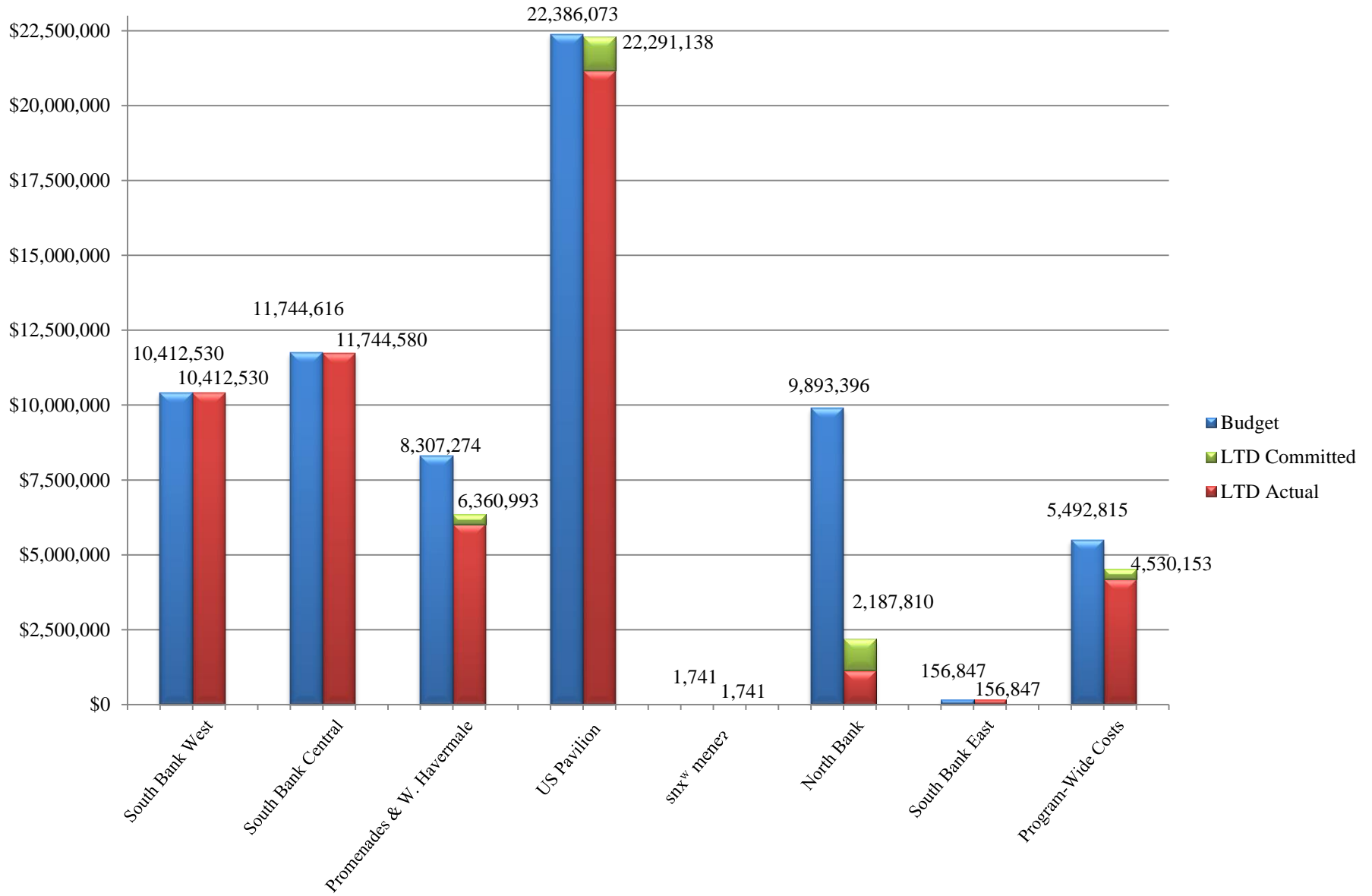
January 2020

Bond Budget Utilization Through January 2020

(December 19, 2019 Approved Budget)



Comparison of Approved Bond Budget to Actual & Committed Expenditures January 2020



Bond Budget by Project

(December 19, 2019 Approved Budget)

