



City of Spokane Park Board Urban Forestry Tree Committee Meeting

4:15 p.m. Tuesday, November 5, 2024
Hybrid in-person and WebEx virtual meeting
Katie Kosanke - Urban Forester

Committee Members:

- X Kevin Brownlee – Chair
- X Nick Sumner
- X Kevin Cash
- Kris Neely (Absent-Excused)
- Hannah Kitz – alternate – (Absent-Excused)

Parks Staff:

Katie Kosanke
Amber Ramirez
Angel Spell
Karin Cook

Guests:

Nancy MacKerrow

SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
 - Tree Planting – On Call – As Needed Contract Request – C & C Yard Care (not to exceed \$200,000) – consent agenda item
 - Tree Removal – On Call – As Needed Contract Request – A1 Tree Service LLC (not to exceed \$375,000) – consent agenda item
 - Tree Removal – On Call – As Needed Contract Request – All Season’s Tree Service LLC (not to exceed \$375,000) – consent agenda item
 - Tree Removal – On Call – As Needed Contact Request – Bluebird Tree Care Inc. (not to exceed \$375,000) – consent agenda item
- An IRA Grant update was presented by Amber Ramirez.
- A Fall Update was presented by Katie Kosanke.
- The September financials were presented by Katie Kosanke.

The next regularly scheduled meeting is 4:15 p.m. Tuesday, December 3, 2024.

MINUTES

The meeting was called to order at 4:15 p.m. by committee chair Kevin Brownlee.

Public Comment: None

Action Items:

1. **Tree Planting – On Call – As Needed Contract Request – C & C Yard Care (not to exceed \$200,000)** – Amber Ramirez presented. In September 2023 the City of Spokane was awarded a \$6 million dollar grant through the Inflation Reduction Act Urban & Community Forestry Grant to be used over five years. The grant will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits trees provide. Trees will be planted as street trees, park trees and on school property within the boundaries of the City of Spokane and on City properties. All tree planting and maintenance work must be performed in disadvantaged communities as identified on a Federal Map. Planting will begin in the lowest canopy cover neighborhoods first and then planting to replace dead trees that were removed. Planting will take place where homeowners and/or tenants have requested a tree and committed to on-going care of the tree. The Spokane Conservation District is purchasing all 2,500 trees for Spokane’s Urban Forestry’s planting project with their Urban & Community Forestry Grant and will provide care for them until they are ready to be planted. Approximately 500 street trees will be planted per year, with 250 being planted each spring and fall, totaling 2,500. Planting is currently underway in five neighborhoods and approximately 100 trees will be planted this fall. Three contractors were chosen from a competitive bid process. Two contracts have already been finalized for Barlett Tree Experts and Delk Management. Urban Forestry is requesting consideration to approve the third Tree Planting – On Call – As Needed contract for C & C Yard Care who has a history of successful City of Spokane tree planting contracts. In the spring of 2023, the city paid \$339 per tree for contract planting. The current bid prices of \$308.50, 365.50 and \$394 (between the three contractors) are locked in for two years with options to extend for two one-year terms. Spirit Pruners and Spokane Tree Pro both had lower bids, but both companies declined a contract. There are four years left on the grant and these contracts will go until the end of the four years, if extensions are granted. Urban Forestry may check with the grant administrators to see if the grant might be able to be extended to allow one more spring season for planting.

Motion 1: Kevin Brownlee moved to approve the Tree Planting – On Call – As Needed Contract Request – C & C Yard Care (not to exceed \$200,000.00).

Kevin Cash seconded. The motion passed unanimously (3-0 vote).

2. **Tree Removal – On Call – As Needed Contract Request – A1 Tree Service LLC/All Season’s Tree Service LLC/Bluebird Tree Care Inc. (not to exceed \$375,000 each)**– Amber Ramirez presented. In September 2023 the City of Spokane Urban Forestry was awarded a \$6 million dollar grant through the Inflation Reduction Act Urban & Community Forestry Grant to be used over five years. The grant will be used in part to hire multiple qualified contractors to perform tree removals. There are 380 dead and very poor condition street trees, and 41 stumps identified for removal across 15 neighborhoods with the possibility of more to be discovered as work progresses. The removal of the dead and poor condition street trees will reduce safety concerns/risk, alleviate the burden of cost to the most vulnerable population and create space for new trees to be planted, increasing the access to benefits trees provide. Three contractors were chosen from a competitive bid process for tree removals. The bids include tree removal, stump grinding, remove grindings and add soil and seed to match surrounding area (if applicable). Resulting wood chips and 30-40 logs will be taken to the Spokane Conservation

District for their Urban Wood Network. Delk Management's bid came in the lowest, but through a supplemental bid response it was determined they are not qualified as they need more experience with technical removal work. Approximately 231 trees are in the 13"-24" category, which is the majority of the dead/poor condition trees, and that category was used to weight the bids. The low bids for this category came in at \$1,650, \$2,000 and \$2,100. Urban Forestry is requesting consideration to approve the Tree Removal – On Call – As Needed Contracts for A1 Tree Service LLC, All Season's Tree Service LLC, and Bluebird Tree Care Inc. The current bid prices are locked in for two years with options to extend for two additional one-year terms.

Motion 2: Kevin Brownlee moved to approve the Tree Removal – On Call – As Needed Contract Request – A1 Tree Service LLC (not to exceed \$375,000).

Nick Sumner seconded. The motion passed unanimously (3-0 vote).

Motion 3: Kevin Brownlee moved to approve the Tree Removal – On Call – As Needed Contract Request – All Season's Tree Service LLC (not to exceed \$375,000).

Kevin Cash seconded. The motion passed unanimously (3-0 vote).

Motion 4: Kevin Brownlee moved to approve the Tree Removal – On Call – As Needed Contract Request – Bluebird Tree Care Inc (not to exceed \$375,000).

Nick Sumner seconded. The motion passed unanimously (3-0).

The committee agreed to present these four recommendations as consent agenda items on the November 14 Park Board meeting agenda.

Discussion Items:

1. **IRA Grant Update** – Amber Ramirez

Amber Ramirez presented an IRA Grant update.

- a. City of Spokane Urban Forestry received a 6-million-dollar IRA Urban and Community Forestry grant for projects to be completed within the boundaries of the City of Spokane in areas defined by the Climate and Economic Justice screening tool. There are 15 neighborhoods within the boundary and the work order for the neighborhoods was established using census data and Tree Plotter software, which was sponsored by Avista.
- b. A sub-award agreement has been completed for the Lands Council to provide Outreach and Education services for tree planting. They will be finding planting suitable locations for approximately 250 trees to be planted each spring and fall, securing commitment to care from residents who sign up,, providing education about tree care (especially watering) and much more. In addition, they will coordinate two smaller scale volunteer planting projects a year. The first volunteer planting took place on October 18th with 15 trees planted in the Nevada Heights neighborhood. The first tree planted through the program was a Kentucky coffeetree planted at Glass Park. After planting, The Lands Council will monitor trees to ensure their success and catch any possible problems early on.
- c. Tree planting for Fall 2024 has begun. The Lands Council is coordinating the free tree signups and commitment to care from citizens who sign up for a tree. They then sort the requests to indicate if they are in or out of the CEJST area. Five species of trees have been

confirmed for the fall plantings. Two tree planting contracts have been secured with Bartlett Tree Experts and Delk Management and they have started planting. One additional contract has been requested and will be presented to the Park Board for approval at the November Park Board meeting. The trees were purchased for Urban Forestry by the Spokane Conservation District through their Urban & Forestry Community Grant and the trees will be stored and cared for at the Quarry nursery. A future project is planned with the Downtown Spokane Partnership to offer replacement trees in the Riverside neighborhood. The first neighborhood to be planted was East Central Neighborhood with 21 trees planted. Four other neighborhoods are currently being planted. Approximately 80-100 trees are expected to be planted this season with plant to boost the number planting for Spring/Fall 2025.

- d. A total of 380 trees and 41 stumps have been identified for removal with the possibility of more being discovered as work progresses. Tree removals will be packaged by neighborhood with removals taking place in several neighborhoods at a time depending on volume. Three contractors were chosen from competitive bid and the contract requests were presented today at the UFTC meeting. The contracts will be present as consent agenda items at the Park Board meeting on November 14th. Contractors will take wood chips and 30-40 logs, possibly more to the Spokane Conservation District for their Urban Wood Network.
- e. Pruning through the grant will address major issues such as reducing risk, street and sidewalk clearance, large deadwood and formative pruning of young trees. Bids from contractors were submitted on September 16th and two to three contractors are expected to be chosen. Urban Forestry will present the contract requests for pruning for approval at committee and Park Board meetings in January 2025.
- f. All 15 neighborhoods were vetted for dead and very poor condition trees by certified arborists. Scopes of work with detailed requirements were created for contractors and a pre-bid meeting took place September 6th for all three scopes of work (tree planting, removal, and pruning). Contractors submitted bids by September 16th. Urban Forestry presented contract requests for planting to the Finance committee on October 8th and Park Board on October 10th for approval. Utility locates are in progress and a small volunteer planting of 15 trees took place in the Nevada Heights Neighborhood on October 18th. Stephen Baker, the Urban & Community Forestry Program Manager with the USDA FS visited on October 22nd. Amber and Katie showed Stephen some of the project areas. The Tree Equity website is live. The website address is SpokaneParks.org/TreeEquity and the website provides information on timelines for neighborhood work, neighborhood maps, link to the CEJST tool, and much more. Truck magnets showing the project and funding sources will be provided to contractors to display. Three removal contracts were presented to UFTC for approval today.

2. **Fall Update** – Katie Kosanke

- a. **Fall Leaf Festival** - The annual Fall Leaf Festival was a great success with more educational booths than we have ever had in the past. The event was sponsored by Bartlett Tree Experts and their sponsorship covered the music for the event. The refreshments (coffee, hot cocoa and kettle corn) were sponsored by Avista. There was a compost fair with the Master Composers and Recyclers. The Corbin Art Center did several craft projects including one using cross sections from the failed willow tree to make ornaments. That project was very popular, and they used all 150 cuttings from the willow tree. The day before the event,

volunteers from the Fairchild Airforce Base came and assisted with table and bench set up and last-minute preparations for the event.

- b. **Finch Willow Update** - Survey results regarding the willow tree were released at the Fall Leaf Festival. Over a thousand responses were received. Sixty-five percent of the responses indicated the community wants a nature-based playground created using the wood components from the willow tree and for replacement trees to be planted from cuttings from the original tree. Urban Forestry will work with parks planning to come up with a design concept and identify next steps. Fundraising opportunities are being identified. The Parks Foundation had a QR code on the survey results sign at the Fall Leaf Festival which allowed people to scan the QR code to donate. An attendee generously donated two hundred dollars to get the fundraising started. A press release will soon go out as well outlining the survey results and path forward.

A photo mosaic of the willow tree is being worked on for the Woodland Center lobby. The mosaic will contain smaller pictures people have submitted showing them and their family with the Willow that will make up the larger mosaic.

A hundred cuttings from the willow tree were given to SCC and they are growing the trees in their greenhouse/nursery program. Some of the trees will be planted at the Arboretum and some used for possible fundraising efforts. Many people have indicated they would like a cutting from the special tree and would purchase a cutting.

Urban Forestry is working with the Spokane County Conservation District's Urban Wood Program to use components of the tree for the playground, for example for a balance beam or bench.

- c. **Downriver Tree Planting** – Steven Nittolo with Urban Forestry has been working with the course superintendent Ben Nelson to coordinate tree planting. A restoration planting will take place on November 7th at Downriver Golf Course. Fifty larch trees will be planted throughout the course with assistance from volunteers and Urban Forestry staff. A smaller planting of larger sized trees will be contracted out.
- d. **Qualchan Golf Course Tree Planting** – Steven Nittolo with Urban Forestry has been working with the course superintendent Rob Decker to coordinate tree planting. Approximately 70 seedlings were planted on October 26th by volunteers from Spokane Ponderosa, Friends of the Bluff and the community to enhance the course and provide a visual and noise buffer between the highway and the course.
- e. **SpoCanopy Street Tree Plantings** – In partnership with The Lands Council, 15 trees were planted on October 17th by volunteers. Large plantings will be contracted out. The Lands Council is supporting Urban Forestry by taking volunteer signups and doing education and outreach. The UF Crew also assists by completing sod cutting ahead of time and placing the trees, so they are ready to be planted, contributing to a successful event.
- f. **Indian Trail Library** – The Indian Trail Library has installed a pollinator garden. Urban Forestry worked with Juan Juan Moses from the library and planted trees in an unused turf area. The area now has paths, benches and lots of wildflowers. Amber and Lars from Urban Forestry did a tree planting demonstration at the opening day celebration of the garden. Nancy MacKerrow was also there planting a Susie Forest Tree. Nancy did the Read for Trees program through the library and if a child read a book, they would get to cast a vote for

which tree they would like planted, either a Linden tree or Lilac tree, and the Lilac tree won and was planted at the event.

- g. **Tree Crew** – The crew has been busy with miscellaneous dead tree removals and day to day reactive work. They helped with some minor tree needs at the Southside Community Center and community center staff were very grateful to have the work done. The crew pruned tree branches away from lighting for the Lawn Bowling group. There will be an upcoming pruning training for seasonals and Operations crews which will allow select staff to assist with minor pruning tasks and work with the urban forestry crew. An additional training for upcoming chainsaw use for operations crew and Public Works employees is planned.
- h. **Other Miscellaneous Plantings** – New and replacement trees have been planted at various locations throughout the park system. A large tree that had been stored in the UF nursery was recently planted. Another round of planting will be done at Comstock but may have to wait until spring if the weather turns. Trees were offered again through the Downtown Spokane Partnership to prompt replacements downtown. A quantity of free trees were offered, signups took place through DSP, and arborists had to pick up and plant the trees with a valid Tree Permit. A replacement seedling volunteer project at Manito may also take place this fall.
- i. **Tree Equity Collaborative, WA DNR** – A Tree Equity Collaborative with WA DNR took place on October 24th at Finch Arboretum. Urban Forestry had the opportunity to share about the Tree Equity Spokane Grant Program and everything staff are doing to add tree canopy to areas of town that need it the most. Information on current projects and examples of work was shared by many who attended. There are many like-minded organizations and locally more can be accomplished together.
- j. **Tree City USA** – Urban Forestry is working on the annual Tree City USA application for reaccreditation. Data is being compiled with the program criteria adding up to at least \$2 per capita including expenses, volunteer time, etc.

Standing Report Items:

1. Citizen Advisory Report – None
2. Urban Forestry Monthly Update – Katie Kosanke
The monthly update was included in the Fall Update.
3. Urban Forestry Financial Report – Katie Kosanke
The September financial report was shared by Katie. She indicated the budget is on track and she has one big project she is working on still getting completed this year. All other major expenditures have been completed.

Other Discussion Items: None

Adjournment: The meeting adjourned at 4:57 p.m.

The next regularly scheduled meeting is 4:15 p.m. Tuesday, December 3, 2024.

Spokane Park Board

Briefing Paper



Committee	UFTC			Committee meeting date: 11/5//2024
Requester	Amber Ramirez		Phone number: 509-363-5499	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A, Obj. 2	Master Plan Priority Tier: First		(pg. 171-175)
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Planting - On Call - As Needed Contract Request - C & C Yard Care			
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525	
Background/history: On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.				
Motion wording: Motion to approve Tree Planting - On Call- As Needed contract request for C & C Yard Care				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: C & C Yard Care Name: Chris Corigliano Email address: chrisc@candcyardcare.com Phone: 509-999-4415				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 200,000 Expense: 1390-95855-76903-54201 200,000 Revenue: 1390-95855-76903-33310				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-907-479 Business license expiration date: 10/31/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				

Inflation Reduction Act

Urban and Community Forestry Grant

UFTC Committee November 5, 2024



IRA Urban and Community Forestry Grant

1+ Billion in Nationwide Investments

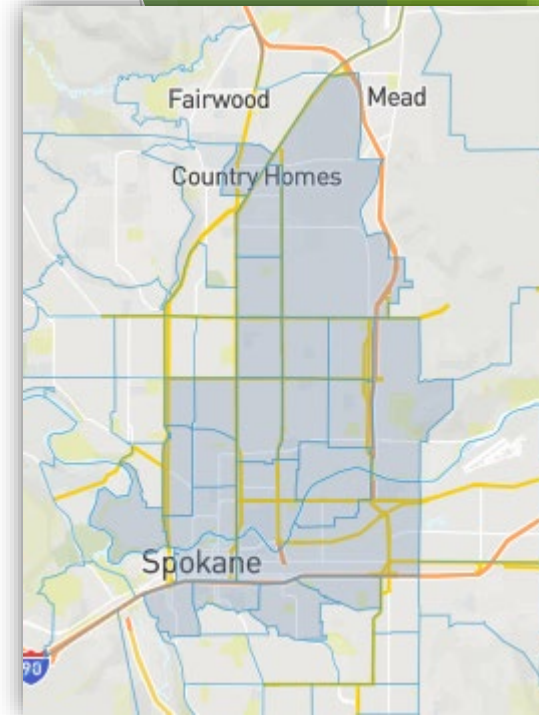
City of Spokane Award \$6,000,000

- ▶ Grant Period over 5 years / \$0 Match

Tree Equity Spokane

- ▶ Plant trees, provide urgent needed maintenance + educational programs
 - ▶ Street trees, park trees, school property trees

Within the boundaries of the City of Spokane and on City properties. All tree planting and maintenance work must be performed in disadvantaged communities that are marginalized, underserved, and overburdened by pollution and underinvestment, as identified on a Federal Map (GRANT REQUIREMENT)



SpokaneParks.org/TreeEquity



IRA Urban and Community Forestry Grant

Tree Equity Spokane

- ▶ Plant lowest canopy cover neighborhoods first
- ▶ Plant to replace dead tree removals
- ▶ 30% by 2030
- ▶ Only planting where homeowner/tenant requested a tree and with commitment to on-going care
 - ▶ Spokane Conservation District purchasing all 2,500 trees for our planting project with their Urban & Community Forestry Grant
 - ▶ Providing care for them until they are to be planted



Tree Equity Spokane

- ▶ Planting 500+ street trees per year
- ▶ 250+ each planting season- Spring/Fall
- ▶ Totaling 2,500

- ▶ Planting is underway in 5 neighborhoods
- ▶ Around 100 trees planted this Fall



IRA Urban and Community Forestry Grant Tree Equity Spokane

Tree Planting Contracts

- ▶ 3 chosen
- ▶ 2 contracts already complete
 - ▶ Bartlett Tree Experts
 - ▶ Delk Management

Decision:

Motion to approve-

Tree Planting- On Call- As Needed contract to C & C Yard Care

- ▶ History of successful City of Spokane Tree Planting Contracts



IRA Urban and Community Forestry Grant

Tree Equity Spokane

Bid Responses

Description	Quantity	The F.A. Bartlett Tree Expert Company	Delk Management LLC	All Seasons Tree Service	k@spiritpruners.com	C & C Yard Care, Inc.	Spokane Tree Pro	a1stumpremovalspokane@gmail.com
Remove 2"-6" dead trees - cut flush (less typical) and plant new tree	1	\$308.50	\$374.00	\$425.00	\$430.00	\$494.00	\$650.00	\$550.00
Remove 2"-6" dead trees - grind (typical) and plant new tree	1	\$308.50	\$392.25	\$425.00	\$580.00	\$594.00	\$550.00	\$685.00
Plant 2" tree (container)	1	\$308.50	\$365.50	\$400.00	\$360.00	\$394.00	\$369.00	\$425.00
Plant 3" tree (container)	1	\$358.50	\$371.50	\$450.00	\$460.00	\$494.00	\$525.00	\$750.00
Total Extended		\$1,284.00	\$1,503.25	\$1,700.00	\$1,830.00	\$1,976.00	\$2,094.00	\$2,410.00



IRA Urban and Community Forestry Grant

Tree Equity Spokane

- ▶ Spring 2023- the City paid \$339/tree for contract planting
- ▶ Current contract bid prices of \$308.50, \$365.50, & \$394.00 locked in for two years with option to extend for two one-year terms.



Thank you!

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



SpokaneParks.org/TreeEquity





CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE PLANTING – ON CALL – AS NEEDED

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **C & C YARD CARE**, whose address is 5210 North Florida Street, Spokane, Washington, 99217 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

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

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

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

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

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on November 14, 2024, and ends on November 13, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement. The total contract period shall not exceed four (4) years.
- 2. TIME OF BEGINNING AND COMPLETION.**
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**
The Contractor shall provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department.

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

4. COMPENSATION / PAYMENT.

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

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

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

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

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

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

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

20. MISCELLANEOUS PROVISIONS.

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

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

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

C & C YARD CARE

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification

Exhibit B - Certification of Compliance with Wage Payment Statutes

Exhibit C – Contractor’s – PWITB 6221-24 Bid Response Summary dated September 16, 2024

24-224c

EXHIBIT A

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

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

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

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

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

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

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

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

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



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

Spokane Park Board

Briefing Paper



Committee	UFTC		Committee meeting date: 11/5/2024
Requester	Amber Ramirez		Phone number: 509-363-5499
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal, A Obj. 2	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane - Tree Removal - On Call - As Needed Contract Request- A1 Tree Service LLC		
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525
Background/history:	<p>On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to remove dead and very poor condition trees. This will relieve the high cost burden to the abutting property owner in areas within Spokane defined as disadvantaged and also create more space for new trees to be planted. Work will occur in public right-of-ways, City properties and school properties.</p>		
Motion wording:	Motion to approve Tree Removal - on Call - As Needed contract request for A1Tree Service LLC		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: A1 Tree Service LLC Name: Lewis Harm Email address: a1stumpremovalspokane@gmail.com Phone: 509-688-9210		
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue	Budget code:		
Amount:	Expense: 1390-95855-76903-54201		
375,000	Revenue: 1390-95855-76903-33310		
375,000			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:	<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 604-314-671 Business license expiration date: 7/31/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Spokane Park Board

Briefing Paper



Committee	UFTC		Committee meeting date: 11/5/2024
Requester	Amber Ramirez		Phone number: 509-363-5499
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy <small>(Click HERE for link to the adopted plan)</small>	Goal, A Obj. 2	Master Plan Priority Tier: First <small>(pg. 171-175)</small>	
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Removal - On Call - As Needed Contract Request- All Season's Tree Service LLC		
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525
Background/history: On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to remove dead and very poor condition trees. This will relieve the high cost burden to the abutting property owner in areas within Spokane defined as disadvantaged and also create more space for new trees to be planted. Work will occur in public right-of-ways, City properties and school properties.			
Motion wording: Motion to approve Tree Removal - on Call - As Needed contract request for All Season's Tree Service LLC			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: All Season's Tree Service LLC Name: Jordan Turner Email address: office@allseasonstreeservice Phone: 208-660-7424			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 375,000 Expense: 1390-95855-76903-54201 375,000 Revenue: 1390-95855-76903-33310			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-361-695 Business license expiration date: 6/30/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Spokane Park Board

Briefing Paper



Committee	UFTC		Committee meeting date: 11/5/2024
Requester	Amber Ramirez		Phone number: 509-363-5499
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy <small>(Click HERE for link to the adopted plan)</small>	Goal, A Obj. 2	Master Plan Priority Tier: First <small>(pg. 171-175)</small>	
Item title: (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Removal - On Call - As Needed Contract Request- Bluebird Tree Care Inc.		
Begin/end dates	Begins: 11/14/2024	Ends: 11/13/2026	<input type="checkbox"/> 06/01/2525
Background/history: On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to remove dead and very poor condition trees. This will relieve the high cost burden to the abutting property owner in areas within Spokane defined as disadvantaged and also create more space for new trees to be planted. Work will occur in public right-of-ways, City properties and school properties.			
Motion wording: Motion to approve Tree Removal - on Call - As Needed contract request for Bluebird Tree Care Inc.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Bluebird Tree Care Inc. Name: Benjamin Larson Email address: benlarsontree@gmail.com Phone: 208-660-2383			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: 375,000 Expense: 1390-95855-76903-54201 375,000 Revenue: 1390-95855-76903-33310			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-511-150 Business license expiration date: <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Inflation Reduction Act

Urban and Community Forestry Grant

UFTC Committee November 5, 2024



IRA Urban and Community Forestry Grant

1+ Billion in Nationwide Investments

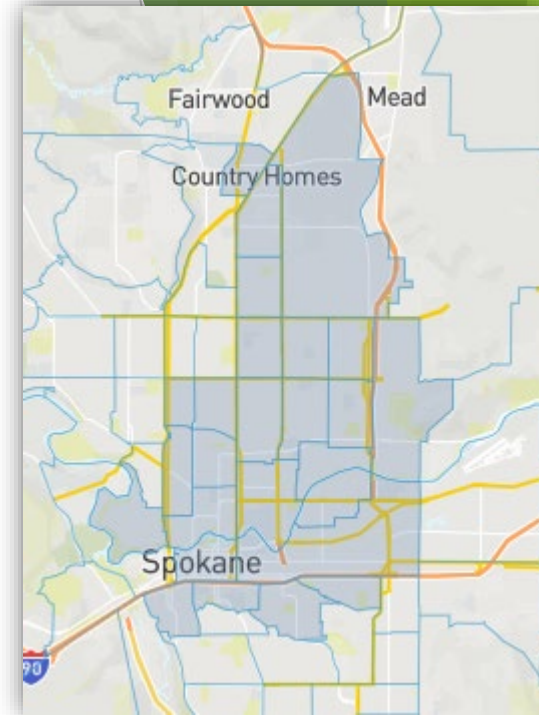
City of Spokane Award \$6,000,000

- ▶ Grant Period over 5 years / \$0 Match

Tree Equity Spokane

- ▶ Plant trees, provide urgent needed maintenance + educational programs
 - ▶ Street trees, park trees, school property trees

Within the boundaries of the City of Spokane and on City properties. All tree planting and maintenance work must be performed in disadvantaged communities that are marginalized, underserved, and overburdened by pollution and underinvestment, as identified on a Federal Map (GRANT REQUIREMENT)



SpokaneParks.org/TreeEquity

IRA Urban and Community Forestry Grant Tree Equity Spokane

► Maintenance:

- Dead and very poor condition tree removals
- 380 identified across 15 neighborhoods
- 41 stumps

► Objective:

- Reduce hazard
- Alleviate the burden of costly tree removal to the most vulnerable population
- Create space for new trees to be planted-increasing access to benefits that trees provide



IRA Urban and Community Forestry Grant Tree Equity Spokane

Decision:

Motion to approve-

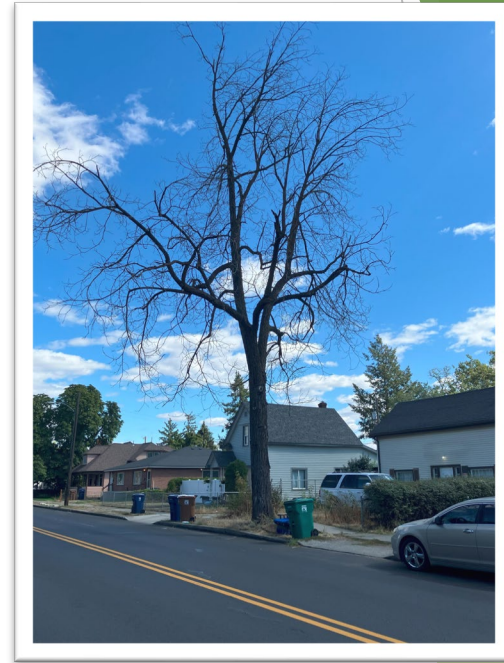
Tree Removal-On Call-As Needed contracts

3 contractors

NTE \$375,000 2-year contracts with two additional one-year renewals

- ▶ A1 Tree Service LLC
- ▶ All Season's Tree Service LLC
- ▶ Bluebird Tree Care Inc.

- ▶ Supplemental bidder responsibility request sent to all 3 to ensure facilities to carry out work street side and in City row
- ▶ Asked to provide examples of successful similar tree removals



IRA Urban and Community Forestry Grant

Tree Equity Spokane

PW ITB #6220-24 Tabulation									
Reference Number	Description	Quantity Per Year	Delk Management LLC	A-1 Tree Service AWARDED	Bluebird Tree Care AWARDED	The F.A. Bartlett Tree Expert Company	Spokane Tree Pro	All Seasons Tree Service AWARDED	Heindl Tree Service
			per unit	per unit	per unit	per unit	per unit	per unit	per unit
1. Trees -2-12"	Remove + grind (typical), remove grindings, add soil and seed to match surrounding (if applicable)	90	\$650.00	\$697.00	\$585.00	\$439.00	\$625.00	\$650.00	\$1,280.00
2. Trees -13-24"	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)	231	\$1,480.00	\$1,650.00	\$2,100.00	\$2,286.00	\$3,500.00	\$2,000.00	\$2,640.00
3. Trees - 25" +	Remove + grind (typical) Per specs and specifications) Remove grindings, add soil and seed to match surrounding (if applicable)	70	\$2,780.00	\$2,645.00	\$3,500.00	\$5,704.00	\$5,000.00	\$3,700.00	\$7,780.00
Total Extended			\$10,315.00	\$12,406.00	\$15,085.00	\$18,507.00	\$19,125.00	\$20,300.00	\$28,300.00



IRA Urban and Community Forestry Grant Tree Equity Spokane

380 dead or very poor condition trees & 41 stumps identified for removal

- ▶ possibility for more to be discovered as work progresses
- ▶ Highest # Logan- 71
- ▶ Lowest- Rockwood and Lincoln Heights- 1
 - ▶ Resulting wood chips and 30-40 logs to Spokane Conservation District for Urban Wood Network
 - ▶ possibility for more



Thank you!

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



SpokaneParks.org/TreeEquity





CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE REMOVAL ON-CALL - AS NEEDED

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **A1 TREE SERVICE, LLC.**, whose address is 25921 North Dalton Road, Deer Park, Washington 99006 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

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

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

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

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

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on November 14, 2024, and ends on November 13, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement. The total contract period shall not exceed four (4) years.
- 2. TIME OF BEGINNING AND COMPLETION.**
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**
The Contractor shall provide On-Call, As-Needed Tree Removal Services for the City of Spokane Parks and Recreation Department.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, per year, plus applicable sale tax, and in accordance with the PW ITB #6220-24 Bid Response Summary – with Pricing in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

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

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

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

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

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and

possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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14. TERMINATION.

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

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

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from

or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

20. MISCELLANEOUS PROVISIONS.

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

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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

A1 TREE SERVICE, LLC.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor’s – PW ITB 6220-24 Bid Response Summary dated September 23, 2024

24-238a

EXHIBIT A

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

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

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

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

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

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

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

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

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



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE REMOVAL ON-CALL - AS NEEDED

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **ALL SEASON’S TREE SERVICE, LLC.**, whose address is 1986 West Hayden Avenue, Hayden, Idaho 83835 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

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

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

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

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

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on November 14, 2024, and ends on November 13, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement. The total contract period shall not exceed four (4) years.
- 2. TIME OF BEGINNING AND COMPLETION.**
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**
The Contractor shall provide On-Call, As-Needed Tree Removal Services for the City of Spokane Parks and Recreation Department.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, per year, plus applicable sale tax, and in accordance with the PW ITB #6220-24 Bid Response Summary – with Pricing in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

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

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

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at

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

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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

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- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
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- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

ALL SEASON'S TREE SERVICE, LLC.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification

Exhibit B - Certification of Compliance with Wage Payment Statutes

Exhibit C – Contractor's – PW ITB 6220-24 Bid Response Summary dated September 23, 2024

24-225c

EXHIBIT A

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

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

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

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

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

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

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

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

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



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

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

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

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



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: TREE REMOVAL ON-CALL - AS NEEDED

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **BLUE-BIRD TREE CARE, INC.**, whose address is 2950 East Murphy Road, Coeur D’Alene, Idaho 83814-6853 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

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

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

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

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

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on November 14, 2024, and ends on November 13, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement. The total contract period shall not exceed four (4) years.
- 2. TIME OF BEGINNING AND COMPLETION.**
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**
The Contractor shall provide On-Call, As-Needed Tree Removal Services for the City of Spokane Parks and Recreation Department.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, per year, plus applicable sale tax, and in accordance with the PW ITB #6220-24 Bid Response Summary – with Pricing in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

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

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

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

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

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and

possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUUAL.

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

18. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from

or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

20. MISCELLANEOUS PROVISIONS.

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

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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BLUEBIRD TREE CARE, INC.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor’s – PW ITB 6220-24 Bid Response Summary dated September 23, 2024

24-226b

EXHIBIT A

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

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

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

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

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

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



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

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

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

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

Inflation Reduction Act Update

Urban and Community Forestry Grant

UFTC November 5, 2024



IRA Urban and Community Forestry Grant

1+ Billion in Nationwide Investments

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

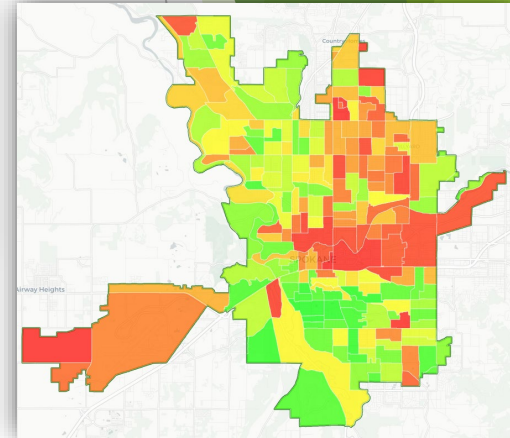
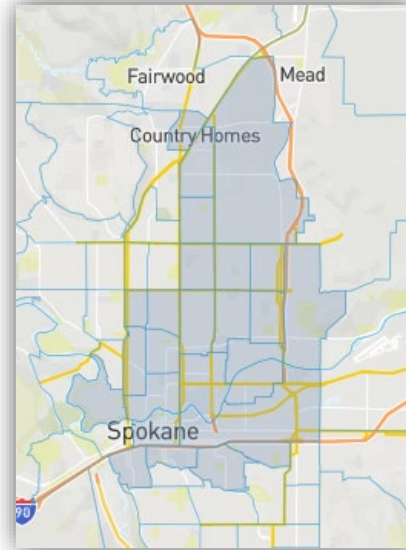
Within the boundaries of the City of Spokane on City properties. All tree planting and maintenance work must be performed in disadvantaged communities that are marginalized, underserved, and overburdened by pollution and underinvestment, as identified on a Federal Map (GRANT REQUIREMENT)

15 neighborhoods all or partially within the boundary

Climate & Economic Justice Screening Tool

Neighborhood work order established using census data and TreePlotter software:

- ▶ Low existing canopy
- ▶ Low income
- ▶ Population below poverty
- ▶ Vulnerable population
- ▶ Unemployment %



Sub Award for Outreach & Education to the Lands Council complete

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



Spocanopy





Tree Planting- Fall 2024

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

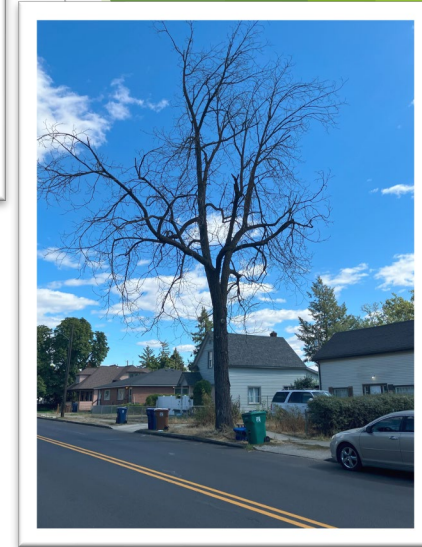
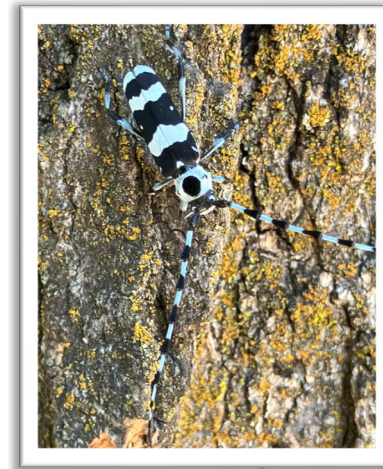
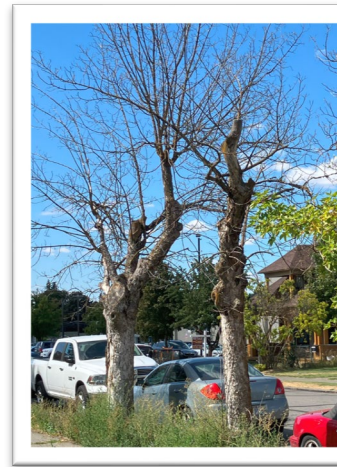


- ▶ First neighborhood planted - East Central
 - ▶ 21 trees
- ▶ Currently being planted- Hillyard, Nevada Heights, Shiloh Hills and Logan
- ▶ 80-100 trees expected to be planted this season
- ▶ Plans to boost Spring/Fall 25' planting numbers to make up for late start



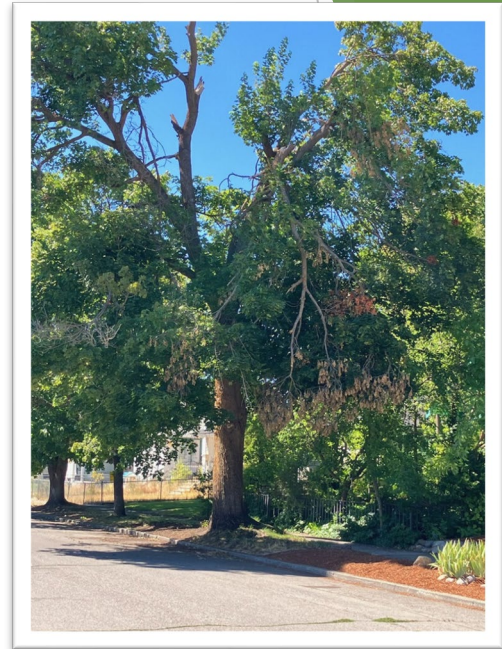
Tree Maintenance-Removals

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



Tree Maintenance-Pruning

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



Progress Update

- ▶ Project Start Date: February 2024 to 2029
- ▶ All 15 neighborhoods vetted for dead and very poor trees- **380 trees and 41 stumps**
- ▶ Scopes of work created with detailed requirements for contractors ensuring that grant funds go as far as possible
- ▶ Pre-Bid meeting held for 3 scopes September 6th
- ▶ Bids returned 9/16
- ▶ 2 Planting contract requests brought to Finance Committee 10/8 & Park Board 10/10
- ▶ Utility locates for tree planting sign up sites in process and final markings being made
- ▶ Small volunteer planting in Nevada Heights neighborhood 10/18- 15 trees
- ▶ 10/22 Visit from Stephen Baker, Urban & Community Forestry Program Manager with the USDA FS
- ▶ Website SpokaneParks.org/TreeEquity with project information complete
 - ▶ Timelines for neighborhood work, acknowledgement, neighborhood maps, link to CEJST tool, FAQ's, sign up for trees
- ▶ Truck magnets for contractors to display acknowledging project and funding sources
- ▶ 3 Removal contracts to be requested today



Thank you!

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



Urban Forestry



Fall Updates

November 5, 2024

Fall Leaf Festival



Saturday, October 19th

- Educational Booth, crafts, free swag, & more
- Event Sponsored by Bartlett Tree Experts
- Refreshments Sponsored by Avista
- Compost Fair w/ Master Composters and Recyclers
- Corbin Art Center Crafts
- Fairchild Airforce Base Volunteers assisted day prior
- Way to go staff!!



Finch Willow, update

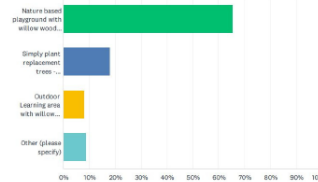
What should we do with the willow tree?



- Public Survey
- Mosaic
- SCC Growing 100 seedlings
- Fall Fest craft project
- Press release
- Donations
- Concept
- Identify Funding
- SCD Urban Wood Program

NEXT STEPS FOR THE WILLOW TREE

We received over 1,000 responses to our survey asking you what we should do after our 78 year old willow tree succumbed to gravity and old age.



65% of respondents said we should create a nature based playground using willow wood components, and plant replacement tree(s) from cutting of original tree in or around this area. Keep an eye out for concepts of this playground in the future.

Help us make a willow tree mosaic!

Share your photos and memories of Finch Arboretum's iconic willow tree for a chance to be included in a photo mosaic for future display at the arboretum. Scan this QR code to participate!



Donate!

Donate to the Spokane Parks Foundation to help us in funding a new nature based playground incorporating components of the willow tree. Scan this QR code to donate!



Downriver Tree Planting



Restoration Planting

Ben Nelson, Course Superintendent

Steve Nittolo, Urban Forester

Second round of re-planting efforts,
volunteer plantings.

Date: November 7th

- Golf Staff
- Community Volunteers
- 50+ larch trees throughout the course
- Other – contracted planting of larger trees



Qualchan Golf Course Tree Planting



Course Enhancement Planting

Rob Decker, Superintendent

Steve Nittolo, Urban Forester

Second round of seedling planting efforts, volunteer plantings

- Buffer from HWY

Date: October 26, 2024

- Spokane Ponderosa
- Friends of the Bluff
- Community Volunteers
- 70+ seedlings



SpoCanopy Street Tree Plantings

October 17th

- Partnership with The Lands Council
- 15 street trees by volunteers
 - IRA USDA/USFS Grant
- Open volunteer sign-ups with TLC
- Education and outreach by TLC
- Crew Support



Indian Trail Library

- Staff planted 6 trees prior to the event
- Susie Forest, Read for Trees Program
- Tree Planting Demo at pollinator garden event




**Bird Garden &
Pollinator Meadow**
Opening Celebration

September 21 @ 11am
Indian Trail Library

Susie Tree Dedication
Tree Giveaway
Live Music
Treasure Hunt
& More!



Tree Crew

- Misc removals of dead trees
 - Audubon
 - Comstock
 - Cannon Hill
 - Liberty
 - Downriver Drive + Downriver Disc Golf + new launch area near Downriver and TH Meenach
- Day to day reactive work
- Assistance to Southside Community Center for various tree needs
- Lawn Bowling tree work
- *Upcoming* - Pruning training for seasonals + Operations for minor tasks
- *Upcoming* - Chainsaw training for Ops + Public Works employees



Other Misc Plantings

September - November

New and replacement trees in parks system

- 3 trees at Hillyard Pool
- 2 at Liberty Park
- 3 at Audubon (more pending)
- 3 at Chief Garry
- 1 at 21st/Madison Island
- 1 at Corbin Park
- 3 at Mission Park
- 2 at BA Clark
- 1 at Underhill
- 1 at Parkwater
- 2 along Main (Peaceful Valley)
- 1 at Esmerelda
- 3 at Rochester Heights (bald cypress in wet area)
- Another round at Comstock (pending)
- DSP free trees program (on-going)
- Replacement Seedlings at Manito (pending, volunteer project)



Tree Equity Collaborative, WA DNR

- Finch Arboretum, October 24th
- Shared Learning Lab
- Opportunities
- Current Projects / Examples of this work
- Role of Collaboration in UF



Tree City USA



TREE CITY USA®





Questions?



Natural Resources - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 91,000	\$ 34,491	\$ 9,169	\$ 5,405	\$ (3,764)	\$ 91,329	\$ 56,509	\$ (34,820)	100.36%	62.10%	-38.26%
Operating Transfers	\$ 66,000	\$ -			\$ -	\$ 66,000	\$ 66,000	\$ -	100.00%	100.00%	
Total Revenue	\$ 157,000	\$ 34,491	\$ 9,169	\$ 5,405	\$ (3,764)	\$ 157,329	\$ 122,509	\$ (34,820)	100.21%	78.03%	-22.18%
Expenditures											
Salaries and Wages	\$ 647,136	\$ 226,225	\$ 44,007	\$ 45,715	\$ (1,708)	\$ 399,782	\$ 420,911	\$ (21,129)	71.49%	65.04%	-6.45%
Temp/Seasonal	\$ 85,839	\$ 40,418	\$ 15,659	\$ 8,908	\$ 6,751	\$ 70,553	\$ 45,421	\$ 25,132	78.39%	52.91%	-25.48%
Personnel Benefits	\$ 246,719	\$ 88,248	\$ 18,600	\$ 18,905	\$ (305)	\$ 160,186	\$ 158,471	\$ 1,715	78.62%	64.23%	-14.39%
Supplies	\$ 35,600	\$ 4,463	\$ 7,606	\$ 4,152	\$ 3,454	\$ 20,641	\$ 31,137	\$ (10,496)	57.98%	87.46%	29.48%
Services and Charges	\$ 222,200	\$ 91,236	\$ 34,038	\$ 27,233	\$ 6,805	\$ 167,957	\$ 130,964	\$ 36,993	77.26%	58.94%	-18.32%
Interfund Payments	\$ 23,000	\$ (2,979)	\$ 4,012	\$ 6,684	\$ (2,672)	\$ 20,572	\$ 25,979	\$ (5,407)	89.44%	112.95%	23.51%
Subtotal Op. Expense	\$ 1,260,494	\$ 447,610	\$ 123,922	\$ 111,596	\$ 12,326	\$ 839,691	\$ 812,884	\$ 26,807	74.38%	64.49%	-9.89%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenditures	\$ 1,260,494	\$ 447,610	\$ 123,922	\$ 111,596	\$ 12,326	\$ 839,691	\$ 812,884	\$ 26,807	74.38%	64.49%	-9.89%
Net Gain/(Loss)	\$ (1,103,494)		\$ (114,753)	\$ (106,192)	\$ 8,561	\$ (682,362)	\$ (690,375)	\$ (8,013)			

