



**Spokane Park Board
Riverfront Park Committee**

4pm p.m. Monday, May 6, 2024
Pavilion Conference Room/WebEx virtual meeting
Dial in: 408-418-9388
Access code: 2485 255 1369
Jonathan Moog – Riverfront Park Director

Committee members:

Gerry Sperling – Chair
Bob Anderson
Kevin Brownlee
Hannah Kitz

The Riverfront Park Committee meeting will be held in-person at the Pavilion Conference Room and virtually via WebEx at 4 p.m. on Monday, May 6. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code 2485 255 1369, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than noon on May by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

Agenda

Call to order

Public comment

Action items

- A. [Coffman Engineers, Inc contract/Havermale Parking Lot #6 Design and Construction \(\\$57,000 plus applicable taxes\)](#) – Berry Ellison
- B. [VIP Production Northwest contract amendment/EXPO Opening Ceremonies sound and lighting \(\\$74,008.34, tax inclusive\)](#) – Amy Lindsey

Standing Report items

- A. April 2024 Operations Report – Jonathan Moog

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Riverfront	Committee meeting date: May 6, 2024	
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy <small>(Click HERE for link to the adopted plan)</small>	Goal K, Obj. 1	Master Plan Priority Tier:	First <small>(pg. 171-175)</small>
Item title: (Use exact language noted on the agenda)	Coffman Engineers, Inc contract/Havermale Parking Lot #6 Design and Construction (\$57,000 plus applicable taxes)		
Begin/end dates	Begins: 05/13/2024	Ends: 05/13/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Riverfront Park's Parking Lot #6 (adjacent to Post St, Immediately South of the Post St Bridge) is the nearest parking lot for ADA access to the All-Inclusive Playground, Skyride, Ice Ribbon, and Mobius Science Museum. Currently the parking lot is not ADA compliant nor does it meet the current downtown code requirements.</p> <p>Parks Planning desires to renovate this parking lot to better serve the public and offer ample ADA parking for people of all abilities. Parks Planning has negotiated a scope and fee to renovate the parking lot with Coffman Engineers within the project budget and would care for your approval to proceed with Design, Engineering, Lighting & Electrical, and Landscape Architecture for Permitting & Bidding the project.</p>			
Motion wording:			
Move to approve Coffman Engineers, Inc contract/Havermale Parking Lot #6 Design and Construction (\$57,000 plus applicable taxes) from Park Capital Funds			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Coffman Engineers, Inc			
Name: Tom Arnold		Email address: arnold@coffman.com	Phone: (509) 328-2994
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		anthony@coffman.com	
Requester: Bellison@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$57,000 plus applicable taxes		Budget code:	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION
CONSULTANT AGREEMENT

Title: HAVERMALE PARKING LOT NO. 6
DESIGN AND CONSTRUCTIONS DOCUMENTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **COFFMAN ENGINEERS, INC.**, whose address is 221 North Wall Street, Suite 500, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide Design and Construction Documents for the Havermale Parking Lot No. 6; and

WHEREAS, the Consultant was selected from MRSC Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 13, 2024, and ends on May 13, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal dated April 18, 2024, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIFTY-SEVEN THOUSAND AND NO/100 DOLLARS (57,000.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply. Only reimbursable costs, if any, will be taxed.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless

approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

COFFMAN ENGINEERS, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B - Consultant's Proposal dated April 18, 2024

24-078

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)

EXHIBIT B



April 18, 2024

Berry Ellison
Project Manager/Landscape Architect
City of Spokane Parks & Recreation
808 W. Spokane Falls Blvd
Spokane, WA 99201

Project: Havermale Parking Lot (Riverfront Park Lot 6)
Spokane, WA

Subject: Proposal for Professional Engineering Services and Landscape Architecture

Dear Mr. Ellison:

Coffman Engineers, Inc. is pleased to submit this proposal for civil, structural and electrical engineering services and landscape architecture for the Havermale Parking Lot project (Riverfront Park Lot 6).

Our proposal is based on the work within the limits shown on "Exhibit A" sent to us on 3/28/2024, the scope items discussed with you, the follow-up information we received via email and the project criteria as we understand it. Together, this information defines the scope of services, deliverables, and assumptions made as described in the following sections of this proposal.

PROJECT DESCRIPTION

The project consists of removal of the existing parking lot on the west side of Riverfront Park and installing a new parking lot including ADA parking stalls to serve the adjacent playground, driveway connection to the existing Avista powerhouse, storm drainage system for the parking lot, pedestrian connections to existing pathways in the park, pedestrian connection to the Post St right-of-way, parking lot lighting, street lighting on Post St, limited pedestrian lighting, extension of power and communication, landscaping and irrigation and a sight obscuring wall to shield headlights from Post St.

PROJECT APPROACH

We will provide design services for civil, structural and electrical engineering and will provide landscape and irrigation design through our sub-consultant, SPVV Landscape Architects.

We understand you will handle all design and permit coordination and submittals to the City, Avista and other agencies, as necessary.

DESIGN CRITERIA

The project will be designed according to the following criteria:

- 2020 National Electrical Code
- 2021 Washington State Energy Code
- City of Spokane Standards

SCHEDULE

We understand the design schedule is still being developed by the City, but is anticipated to follow the following milestones:

Schematic Design	late June 2024
60% Construction Documents	late July 2024
Permit Documents	late August 2024
Bid Documents	mid-October 2024
Construction Start	weather permitting, early 2025
Anticipated Final Completion	mid-June 2025

Final schedule to be determined.

Anticipate topographic survey to be available around the end of May 2024. Field survey work will not be initiated until after the Post St improvements associated with the bridge work have been completed.

ESTIMATED CONSTRUCTION COST

The estimated construction cost, prepared by others, is \$475,000.

Please note that this construction cost projection has been provided to us but has not been evaluated by Coffman Engineers for accuracy. There is a possibility that the construction cost estimate will be higher, particularly given current supply chain issues. If requested, we can participate in value engineering, if the Design Development estimate comes in higher, on a T&E basis.

BASIC SERVICES

Civil:

Civil scope will include the following design services:

- Site visit to review existing conditions.
- Attend kickoff meeting with the project team.
- Cover Sheet
- General Civil Plan
- Demolition Plan
- Site Plan

- Grading & Drainage Plan. Assumes parking lot grades will be acceptable for ADA parking and the entire parking lot slopes to the north. The parking lot will tie into the existing driveway on Post St and the existing driveway to the Avista powerhouse.
- Erosion and Sediment Control Plan
- Detail Sheets (as needed)
- On-site Drainage Memo: including brief narrative, calculations for conveyance, treatment and storage, and basin map. A full drainage report will not be required. As much as possible, the drainage from the parking lot will be directed towards the existing swale area located between the parking lot and the Theme Stream trail. The swale area available is assumed adequate for treatment and storage. The new swale will be lined to prohibit infiltration and treated water and overflow water will be collected by an overflow device. The overflow device will contain an outlet pipe that discharges directly to the Theme Stream without crossing the paved pedestrian path. No modifications are anticipated to adjacent street drainage systems.
- Specifications will be included on the plans.
- Attend coordination meetings with the City, subconsultants and Avista.
- Respond to agency plan review comments.

Structural:

Structural scope will include the following:

- Retaining/screen wall design. Assumes the site wall will not slope drastically from one side to the other and that one wall design will work everywhere.
- Coordination with civil and landscape designs.

Electrical

Electrical scope will include the following:

- Site visit to review existing conditions.
- Electrical Site Plan showing new electrical devices, parking and street lighting and communications for parking lot and minor extension of Centennial Trail. Design will meet Riverfront Park and City of Spokane Lighting Standards.
- Electrical load schedules.
- Lighting controls shall meet Riverfront Park and City of Spokane standards.
- Specifications will be included on the plans.
- Attend coordination meetings with the City, subconsultants and Avista.
- Respond to agency plan review comments.

Landscape:

Landscape scope will include the following:

- Attend kickoff meeting with the project team.

- Landscape and irrigation design for the area within the work limits (see attached design services proposal from SPVV).
- Screen wall decorative finish (i.e., veneer, stain, cap, etc.)

ADDITIONAL SERVICES

The following services can be provided for an additional fee to the Agreement:

1. Significant changes to the schedule including accelerated deadlines, additional milestones, or other material changes to the schedule are potential additional services. The schedule for the project is also assumed to provide allowance for design completion and quality control between the freezing of the background information and each deliverable.
1. Participation in or redesign due to value engineering or constructability reviews. Value engineering required due to cost escalation if the project schedule changes.
2. Separate bids, alternate bids or early bid packages.
3. Energy- and Life-Cycle cost analysis.
4. Renderings and document reproduction.
5. Preparation of models to analyze capacity of existing utility systems.
6. Updating our drawings to reflect Contractor redlined record drawings.
7. Bidding and construction administration services.

DELIVERABLES

We will generate our drawings on your title block in AutoCAD in a Release version compatible with yours on electronic building and survey backgrounds provided to us by your office. All drawing and calculation submittals will be in PDF. Drainage memo for permit review will be provided in PDF.

Deliverables are anticipated at the milestones noted below:

- Schematic Design: Preliminary site plan.
- Construction Documents. Drawings for review at 60% and 90%.
- Permit Documents: Stamped drawings, structural calculations if required, and drainage memo for permit submittal.
- Bid Documents: Drawings incorporating modifications due to permit review comments. These drawings are assumed to be “approved for construction” by the City.

OWNER FURNISHED ITEMS

Our proposal assumes the following items will be provided to us by the Owner:

1. Site survey (topographic and boundary information) in electronic format (AutoCAD).
2. Geotechnical engineering report with recommendations for structural foundations and pavement sections (if needed). We highly recommend the Owner retain the geotechnical engineer to assist with engineering design and construction.

3. Information on any known or suspected contaminated soils within or adjacent to the work limits. City shall be solely responsible for all subsurface soil conditions and will provide language in the bid documents that addresses how to handle contaminated soils.
4. Materials specifications and/or details related to swale construction (liner, etc.) and decorative finish for screen wall (veneer, stain, cap, etc.) as used on other similar construction within Riverfront Park.

ASSUMPTIONS/CLARIFICATIONS

Our proposal assumes the following assumptions and clarifications:

1. Changes to design or schedule requiring significant redesign or additional effort may require additional fee.
2. Development Services has waived the Pre-Development requirements, Design Review and Shorelines requirements. Parks & Recreation will prepare the Parking Lot Permit application and submit over-the-counter.
3. The City will render decisions in a timely manner so as not to delay the orderly and sequential progress of the work described in this proposal.
4. No sewer or water work is needed. Irrigation water will be obtained from the existing park irrigation system and no new tap, meter, etc. is included.
5. Earthwork, water and sewer system analyses are not included. Connections to existing water and sewer systems or relocation of existing underground utilities are not anticipated.
6. Lift stations are not included.
7. Special studies including traffic, SEPA, environmental impact statements, air quality, etc. are not included.
8. Utility company, agency, permit, material testing, processing fees, etc. are not included.
9. Preparation of applications or other documents for agency permitting (i.e., Underground Injection Control (UIC), Construction Stormwater General Permit, N.O.I., etc.) is not included.
10. Electric charging stations for electric vehicles and/or partial installations for future charging stations are not included.
11. The Owner will pay for L&I submittals.
12. Geotechnical analysis, field investigation and/or on-site testing are not included. Pavement design recommendations will be provided by the geotechnical engineer or the City.
13. Construction quantities and cost projections will be prepared by Parks & Recreation.
14. Investigation and testing of surface and subsurface conditions, soil nutrient testing, soil chemistry, or soils compaction is not included.
15. Work related to the historical shelter is not included.

Mr. Berry Ellison
City of Spokane Parks & Recreation
April 18, 2024
Page 6

ENGINEERING FEES

We propose to provide our basic services as described above for the lump sum amounts listed below.

Civil	\$ 30,750
Structural	\$ 2,500
Electrical	\$ 10,000
<u>Landscape</u>	<u>\$ 13,750</u>
TOTAL	\$ 57,000

REIMBURSABLE EXPENSES

Reimbursable expenses are not included in our Basic Services fee above. Reimbursable expenses shall include printing of mylar drawings, L & I Electrical Plan review fees, and other expenses permitted by your contract with the Owner. Reimbursable expenses will be billed at cost, plus 10% for handling.

Thank you for this opportunity to be of service to you.

If you find this proposal acceptable, please sign in the space provided at the end of this proposal, initial at the bottom of the attached Terms & Conditions pages and return to us as written authorization to proceed.

Please call if you have any questions. We look forward to partnering together on this project.

Sincerely,

COFFMAN ENGINEERS, INC.



Thomas L. Arnold, PE, LEED® AP
Principal, Civil Engineer

Enclosure: Exhibit A – Work Limits
SPVV Proposal

This proposal is acceptable to City of Spokane Parks & Recreation:

Authorized Signature

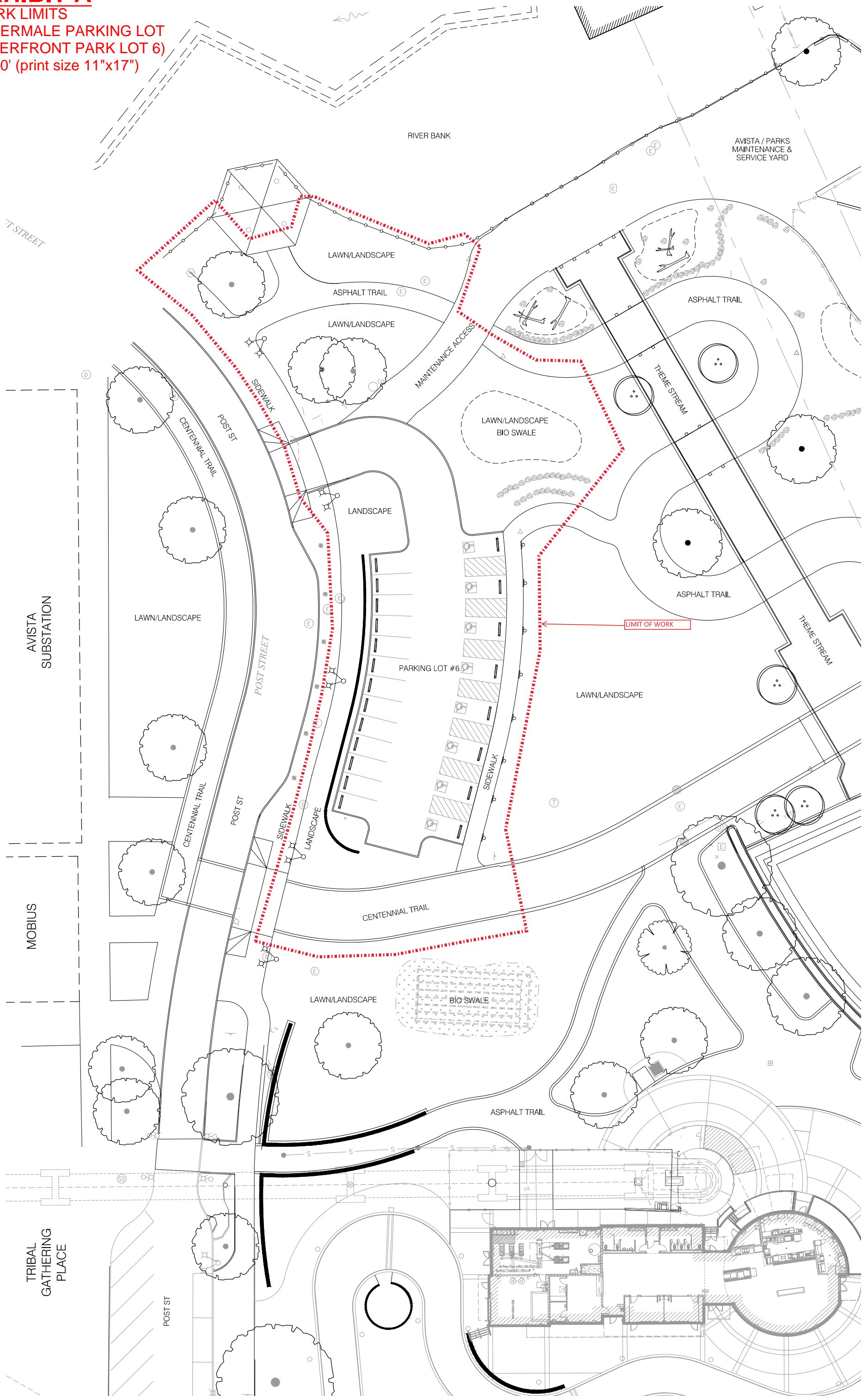
Date

EXHIBIT A

WORK LIMITS

HAVERMALE PARKING LOT
(RIVERFRONT PARK LOT 6)

1"=40' (print size 11"x17")





1908 W Northwest Blvd, Suite A
Spokane, WA 99205

509.325.0511

www.spvv.com

Coffman Engineers
Sandra Anthony
Sandra.anthony@coffman.com
Spokane WA, 99201

RIVERFRONT PARK LOT 6

April 18, 2024

Dear Mrs. Anthony,

Thank you for the opportunity to prepare this proposal for Riverfront Park Lot 6. The attached scope of work addresses the project from the Riverfront Park Lot 6 file provided by The City through Permit & Bidding Phase, with the assumption that the project will follow a normal design process, including your review at the close of each phase of work, and that construction documents will be sent out to bid in a single phase of work.

Our standard agreement (attached) lists in detail our understanding of the project and the responsibilities of each party to the contract. Please contact me at your earliest convenience if you have any questions or comments regarding our proposal.

Sincerely,

Kenneth L Van Voorhis
Principal
SPVV Landscape Architects
kvan@spvv.com





AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective upon authorization by you, is between Coffman Engineers, Spokane WA, 99201 and SPVV Landscape Architects, 1908 W. Northwest Boulevard, Suite A, Spokane, WA, 99205, for landscape architectural services for Riverfront Park Lot 6 project, located on the west end of Riverfront Park adjacent to Post Street. Services will include schematic design through bidding.

PROJECT UNDERSTANDING:

We understand that the scope of work for this project includes the creation of landscape and irrigation plans for Riverfront Park Lot 6 as provided by the City of Spokane through normal phases of design. We will provide landscape and irrigation design documents, performance notes and construction details for all landscape areas; and drawings, details and performance notes will include site finish information. We will coordinate with the design of hard-surfaced entry areas provided by Coffman Engineers.

It is our understanding that site survey information and site hard surface layout will be provided by Coffman Engineers for this project. SPVV Landscape Architects will use this information in the preparation of site-specific planting and irrigation design.

PART 1 - LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

LANDSCAPE ARCHITECT'S BASIC SERVICES

SCHEMATIC DESIGN PHASE

- Meet with Client to discuss and update the Project's design program, regulatory requirements, budget, and schedule.
- Review applicable building and zoning codes, project-specific codes, covenants and restrictions, and utility availability.
- Prepare preliminary design drawings that illustrate the scale and relationship of the Project components including landscape planting and landscape areas, major landscape features, circulation elements and other site elements.
- Anticipated deliverables:
 - Overall landscape plans including initial plant selections meeting code requirements
 - Irrigation coverage and equipment schedule
 - Cut sheets and catalog information
 - Probable cost of construction

CONSTRUCTION DOCUMENTS PHASE

- Formalize the approved Schematic Design Documents into 60% & 90% Construction Documents for a single construction phase that details the Project's construction requirements including: site landscaping plans; irrigation plans; landscape construction details; and performance notes on plans drawings.
- Anticipated submittals:



- 60%, 90%, Permit Set & Bid Set submittals to be used for coordination, permitting, and project costing.
- A submittal for permitting will include city standard details and other information believed to be necessary for code compliance.

CONSTRUCTION PROCUREMENT PHASE

- NA.

CONSTRUCTION PHASE

- NA

CLOSEOUT PHASE

- NA.

ADDITIONAL SERVICES

Additional services are/are not expected at this time. Additional Services and associated Fees are not a part of the proposed fee schedule for this agreement unless confirmed in writing. Additional services may include the following:

- Alternative Cost Studies over and above project costing included in the basic scope of services.
- Energy- and Life-Cycle Cost Analysis
- Commissioning and Training
- Enhanced Commissioning
- Value Engineering participation and implementation over and above scope items as previously identified within.
- Travel, over and above site visits, project meetings and workshops over and above scope items as previously identified within.
- Renderings and document reproduction
- LEED services, over and above scope items as previously identified within.
- Preparation and administration of landscape maintenance specifications and observing maintenance operations beyond 90 days after Substantial Completion.
- Separate bid and construction packages, over and above scope items as previously identified within.
- Professional Liability Insurance coverage over \$1 million.

EXCLUDED SERVICES

- Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: investigation and testing of surface and subsurface conditions; soil nutrient testing, geotechnical evaluation and soil chemistry; soils compaction; lot line location; drainage; utilities' location; signage; lighting, historical shelter construction documents, shoreline permitting, and the design of security components. SPVV does not complete, and does not subcontract for Level 2 or Level 3 Environmental Audits. Add others if necessary.



▪

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession as mandated by the State of Washington.

PART 2 - CLIENT'S RESPONSIBILITIES

- Client agrees to provide Landscape Architect with all information, surveys, reports, professional recommendations, and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items, however, it is the responsibility of the Landscape Architect to inform the Client of discrepancies and deficiencies in the data if found to be incorrect.
- Client shall furnish the services of the following consultants: Any utility consultants or contacts.
- Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- Client agrees to provide the items described in Part 2, above and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

PART 3 - ESTIMATED SCHEDULE AND PROJECT BUDGET

- Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and/or Project budget. Client acknowledges that significant changes to the Project or construction schedule or budget, or the Project's scope may require Additional Services of the Landscape Architect.

PART 4 - COMPENSATION AND PAYMENTS

Client agrees to pay Landscape Architect as follows:

- Design Services through Bid: \$12,500.00

Representing approx. 80 hours of labor
As represented by the following Phases:

- Additional Services: As presented at a later date.
- Standard hourly rates:

Principal	\$180.00
Landscape Architect	\$150.00
Landscape Designer	\$130.00
Irrigation Designer	\$120.00
Clerical	\$90.00



- Reimbursable Expenses are not included in the above Fee schedule; Reimbursable expenses are subject to a multiple of 1.1% and include, but are not limited to: reproduction, postage greater than \$25.00; authorized travel; and Client requested renderings and models.
- Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. Invoices will be mailed to the Client's address on the first page of this Agreement, unless otherwise specified (either a different mailing address, or an email address for PDF invoices). All payments are due Landscape Architect upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 90 days after the date of invoice. Payments can be made by check or ACH.

PART 5 - TERMINATION

- Either Client or Landscape Architect may terminate this Agreement upon seven days' written notice.
- If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

PART 6 - DISPUTE RESOLUTION

- Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

PART 7 - USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

- Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete the design of this Project with others unless Landscape Architect is found to have materially breached this Agreement.

PART 8 - MISCELLANEOUS PROVISIONS

- This Agreement is governed by the law of Landscape Architect's principal place of business.



- This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for other parties' errors or omissions or for other parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, *except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.*
- Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project that are not related to the Scope of Work for this Project.
- To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.



- Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, tree plantings, irrigation, and grass plantings may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, the Owner of the Project, which may or may not be the Client, is solely responsible for the results of any lack of or improper maintenance.
- Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- Client Decisions: SPVV does not make decisions for our Client at the construction site other than for our design/plan without client approval.
 - If this Agreement is not signed and returned to Landscape Architect within 60 days, the offer to perform the described services may, in Landscape Architect’s sole discretion, be withdrawn and be null and void.

A handwritten signature in black ink, appearing to read 'Kenneth L. Van Voorhis', written over a horizontal line.

Signed

Kenneth L. Van Voorhis, Principal
Name, Title

Washington RLA, #647
Registrations

April 18, 2024
Date

Signed

Client Name, Title

Firm/Organization

Date



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT

Title: **COMMUNITY STAGE, LIGHTING
AND AUDIO SERVICES –
EXPO '74 50TH ANNIVERSARY**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **VIP PRODUCTION NORTHWEST, INC.**, whose address is 724 N. Madelia Street, Spokane, Washington 99202, as (“Company”)individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide stage rental and sound services for the EXPO '74 50th Anniversary Community Stage; and

WHEREAS, additional dates were requested, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 12, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on May 3, 2024 and shall run through May 4, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY-FOUR THOUSAND EIGHT AND 34/100 DOLLARS (\$24,008.34)**, including applicable sales tax, in accordance with Company's Quotes attached hereto, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

VIP PRODUCTION NORTHWEST, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Company's Quotes

24-072



QUOTATION

CLIENT: Riverfront Park
ADDRESS: City of Spokane Spokane WA 99201
PHONE: (509) 625-6600
EMAIL:
CONTACT:

VIP Production Northwest
 724 N Madelia Street
 Spokane WA 99202
 509-747-4804
 vipproductionnw.com

Triston Ward
 triston@vipproductionnw.com

Expo74 Grand Opening Ceremony - Audio

Rental 05-03-2024 12:00 AM to 05-06-2024 11:55 PM

DESCRIPTION	TOTAL
Main PA	Total for Main PA: \$5,700.00
PA	Total: \$5,300.00
1 x D&B KSL Line Array	
Tops (24)	Total: \$0.00
16 x D&B KSL8 Line Array Cell	
8 x D&B KSL12 Line Array Cell	
Subs (8)	Total: \$0.00
4 x D&B V-Sub Subwoofer	
4 x D&B SL-GSub Subwoofer	
Front Fills	Total: \$300.00
4 x McCauley Sound S2 Speaker	
1 x Lab Gruppen IPD2400 Power Amplifer	
Rigging	Total: \$400.00
2 x D&B KSL Flying Frame	
4 x CM Lodestar 1 Ton Chain Motor	
Monitors	Total for Monitors: \$870.00
Floor Wedges	Total: \$260.00
2 x D&B M4 Stage Monitor	
Side Fills	Total: \$610.00
2 x D&B M4 Stage Monitor	
2 x D&B V-Sub Subwoofer	
Consoles	Total for Consoles: \$1,300.00
Main	Total: \$800.00
1 x Artist requested subrental FOH Console	
Monitor	Total: \$500.00
1 x Artist requested subrental Monitor Console	
Misc	Total: \$0.00



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DESCRIPTION	TOTAL
1 x Cat5 Loomed Audio Snake 300' 6 x 15' Ethercon	
Microphone package	Total for Microphone package: \$820.00
Wired	Total: \$480.00
1 x Large Mic Package	
1 x Large Mic Stand Box	
1 x Cable Package	
2 x AKG C1000S Condenser Mic	
1 x 100' 2ch XLR Drive Line	
2 x 50' 2ch XLR Drive Line	
1 x 50' 12 Channel XLR Patch Snake	
Wireless	Total: \$340.00
1 x Shure ULXD 4 Channel Wireless System	
Power Distribution	Total for Power Distribution: \$450.00
Stage Power (6 Drops)	Total: \$450.00
1 x A1 Distro	
6 x Motion Labs 5 Edison Duplex Stage Drop	
1 x Stage Power Trunk	
Labor	Total for Labor: \$3,206.00
Setup	Total: \$846.00
1 x Audio A1 Lead	
1 x Audio A2 Assistant	
1 x Stage Hand	
Operate	Total: \$1,600.00
1 x Audio A1 Lead	
2 x Audio A2 Assistant	
Teardown	Total: \$760.00
1 x Audio A1 Lead	
1 x Audio A2 Assistant	
1 x Stage Hand	
Transportation	Total for Transportation: \$0.00
1 x In town	



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 triston@vipproductionnw.com

DESCRIPTION	TOTAL
Audio Discounts	Total for Audio Discounts: -
	\$4,000.00
1 x Multi-Service 15% (2 Services, Lighting, Audio)	
1 x VIPPNW Marketing plan (Logos present and visible at the event)	
Additional Notes	Total for Additional Notes: \$0.00
1 x Main PA Flown from adequate client supplied structure	
1 x SPL Limits to be specified by client - Calibrated SPL meter provided by VIPPNW	
1 x 200A 3Ph Power source supplied by client	
Misc	Total for Misc: \$0.00
1 x Audio Work Box	
	SUBTOTAL \$8,346.00
	TAX \$751.14
	TOTAL \$9,097.14



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Expo74 Grand Opening Ceremony - Lighting

Rental 05-03-2024 12:00 AM to 05-06-2024 11:55 AM

DESCRIPTION	TOTAL
DS Lighting	Total for DS Lighting: \$2,860.00
Fixtures	Total: \$2,500.00
12 x High End Systems SolaPix 7 Moving Wash	
4 x Elation DTW Blinder 700IP	
2 x High End Systems Lonestar Mover	
Truss (40')	Total: \$60.00
4 x 10' Applied Electronics TR 12"x12" All Purpose Truss	
Motors	Total: \$300.00
3 x CM Lodestar 1 Ton Chain Motor	
MS Lighting	Total for MS Lighting: \$3,765.00
Fixtures	Total: \$3,490.00
8 x High End Systems SolaPix 19 Moving Wash	
4 x Elation Smarty Max Hybrid Mover	
2 x Elation Protron 3K LED Strobe 3/5 Pin	
4 x High End Systems Lonestar Mover	
Truss (40')	Total: \$75.00
5 x Applied Electronics Single Hung Truss	
Motors	Total: \$200.00
2 x CM Lodestar 1 Ton Chain Motor	
US Lighting	Total for US Lighting: \$3,365.00
Fixtures	Total: \$3,090.00
8 x High End Systems SolaPix 19 Moving Wash	
4 x Elation Smarty Max Hybrid Mover	
2 x Elation Protron 3K LED Strobe 3/5 Pin	
4 x High End Systems Lonestar Mover	
Truss (40')	Total: \$75.00
5 x Applied Electronics Single Hung Truss	



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DESCRIPTION	TOTAL
Motors	Total: \$200.00
2 x CM Lodestar 1 Ton Chain Motor	
Ground Package	Total for Ground Package: \$2,135.00
Towers	Total: \$135.00
10'	Total: \$30.00
2 x 10' Applied Electronics GS25 12"x12" Tower Truss	
8'	Total: \$30.00
2 x 5' Applied Electronics GS25 12"x12" Tower Truss	
2 x 3' Applied Electronics TR 12"x12" Heavy Duty Truss	
5'	Total: \$20.00
2 x 5' Applied Electronics TR 12"x12" All Purpose Truss	
3'	Total: \$10.00
2 x 3' Applied Electronics TR 12"x12" All Purpose Truss	
9 x Applied Electronics 36"x36" Truss Base	
Fixtures	Total: \$2,000.00
8 x High End Systems Lonestar Mover	
20 x Elation SIXPAR 200IP LED Par 5 PIN	
Followspots	Total for Followspots: \$700.00
2 x Lycian Superstar 1.4 brilliant 1500W Followspots	
1 x 4" Gel Pack	
Atmosphere	Total for Atmosphere: \$140.00
2 x Ultratec Radiance Hazer	
4 x Fan	
Consoles	Total for Consoles: \$350.00
1 x Hog 4 Full Boar Lighting Console In road case	
1 x 24" Dell Touchscreen Monitor	
Power	Total for Power: \$250.00
1 x ETC Sensor Touring Dimmer Rack 48ch	
1 x Camlok T Black	
1 x Camlok T Blue	
1 x Camlok T Green	
1 x Camlok T Red	



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 triston@vipproductionnw.com

DESCRIPTION	TOTAL
1 x Camlok T White	
1 x Camlok Turnaround Ground Female to Female	
1 x Camlok Turnaround Ground Male to Male	
1 x Camlok Turnaround Neutral Female to Female	
1 x Camlok Turnaround Neutral Male to Male	
8 x Soca 2K 100'	
4 x Soca 2K 50'	
1 x Soca Break in	
9 x Soca Break out	
20 x 10ft AC Power Extension Cable	
15 x 25ft AC Power Extension Cable	
10 x 50ft AC Power Extension Cable	
20 x 5ft AC Power Extension Cable	
2 x 10' 2/O Black Feeder	
2 x 10' 2/O Blue Feeder	
2 x 10' 2/O Green Feeder	
2 x 10' 2/O Red Feeder	
2 x 10' 2/O White Feeder	
1 x 10' 4/O Black Feeder	
1 x 10' 4/O Blue Feeder	
1 x 10' 4/O Green Feeder	
1 x 10' 4/O Red Feeder	
1 x 10' 4/O White Feeder	
2 x 100' 2/O Black Feeder	
2 x 100' 2/O Blue Feeder	
2 x 100' 2/O Green Feeder	
2 x 100' 2/O Red Feeder	
2 x 100' 2/O White Feeder	
1 x 2/O Black Feeder Tails	
1 x 2/O Blue Feeder Tails	
1 x 2/O Green Feeder Tails	
1 x 2/O Red Feeder Tails	
1 x 2/O White Feeder Tails	
1 x 25' 4/O Black Feeder	
1 x 25' 4/O Blue Feeder	
1 x 25' 4/O Green Feeder	
1 x 25' 4/O Red Feeder	
1 x 25' 4/O White Feeder	
1 x 4/O Black Feeder Tails	



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DESCRIPTION	TOTAL
1 x 4/O Blue Feeder Tails	
1 x 4/O Green Feeder Tails	
1 x 4/O Red Feeder Tails	
1 x 4/O White Feeder Tails	
2 x 50' 2/O Black Feeder	
2 x 50' 2/O Blue Feeder	
2 x 50' 2/O Green Feeder	
2 x 50' 2/O Red Feeder	
2 x 50' 2/O White Feeder	
25 x Edison Cube Tap	
10 x Two-fer Edison Power Splitter	
1 x 50' 4/O Black Feeder	
1 x 50' 4/O Blue Feeder	
1 x 50' 4/O Green Feeder	
1 x 50' 4/O Red Feeder	
1 x 50' 4/O White Feeder	
10 x 10ft PowerCON Jumper	
4 x 25ft PowerCON Jumper	
10 x 5ft PowerCON Jumper	
1 x Elation eNODE 8 Pro	
Data Cable	Total for Data Cable: \$0.00
4 x 5pin DMX Cable 100ft	
20 x 5pin DMX Cable 10ft	
16 x 5pin DMX Cable 25ft	
8 x 5pin DMX Cable 50ft	
37 x 5pin DMX Cable 5ft	
10 x DMX Adapter 3pin (F) to 5pin (M)	
2 x DMX Adapter 3pin (M) to 5pin (F)	
1 x DMX Isolated Splitter - 5Pin - 3way	
2 x Ethercon to DMX Adapter	
Communications	Total for Communications: \$225.00
1 x Clearcom Kit (8 Packs)	
3 x 3pin DMX Cable 100ft	
3 x 3pin DMX Cable 50ft	
3 x 3pin DMX Cable 10ft	
3 x 3pin DMX Cable 25ft	



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DESCRIPTION	TOTAL
Rigging	Total for Rigging: \$50.00
1 x Motion Labs Motor Controller 8ch	
1 x 8 CH Motor Control Pendant	
2 x Motor Control Pickle	
1 x 4 Ch Motor Control Pendant	
1 x 50 ft Motor Pendant Extension	
1 x Motion Labs Motor Controller 4ch	
7 x 100' P14 Motor Cable	
4 x 50' P14 Motor Cable	
1 x Spanset Trunk	
1 x Steel and Shackle Trunk	
2 x 10' L2130 Twistlock Cable	
1 x 25' L2130 Twistlock Cable	
1 x CM Lodestar 1 Ton Chain Motor	
2 x Truss Pick	
4 x 100' P14 Motor Cable	
2 x 150' P14 Motor Cable	
4 x 50' P14 Motor Cable	
Labor	Total for Labor: \$3,840.00
Setup	Total: \$2,160.00
1 x Lead	
5 x Stage Hand	
Operate	Total: \$600.00
1 x Lighting Designer	
Strike	Total: \$1,080.00
1 x Lead	
5 x Stage Hand	
Miscellaneous	Total for Miscellaneous: \$0.00
8 x Sandbag 25lbs	
17 x Guard Dog 5ch Cable Ramp	
16 x Drop Down Pipe	
FOH Snake Run	Total for FOH Snake Run: \$0.00
2 x 300Ft CAT6e Snake	
2 x FOH Snake 2-Universe 150'	
Tools	Total for Tools: \$0.00



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 vipproductionnw.com

Triston Ward
 triston@vipproductionnw.com

DESCRIPTION	TOTAL
1 x 10' Ladder	
Lighting Discounts	Total for Lighting Discounts: -
	\$4,000.00
1 x Multi-Service 15% (2 Services, Lighting, Audio)	
1 x VIPPNW Marketing plan (Logos present and visible at the event)	
Lighting - Misc	Total for Lighting - Misc: \$0.00
2 x Telrad Optic	
36 x Double Cheeseboro Swivel	
24 x Safety Cable, Black	
Communications - Prod. Dept	Total for Communications - Prod. Dept: \$0.00
1 x Radio Charge Station	
5 x Two Way Radio	
1 x Two Way Radio	
Miscellaneous - Prod. Dept	Total for Miscellaneous - Prod. Dept: \$0.00
1 x Truss Bolt Box	
Networking - Prod. Dept	Total for Networking - Prod. Dept: \$0.00
2 x EtherCon Barrel	
Tools - Prod. Dept	Total for Tools - Prod. Dept: \$0.00
1 x Work Box	
Power Cable - Prod. Dept	Total for Power Cable - Prod. Dept: \$0.00
2 x Power Strip	
	SUBTOTAL \$13,680.00
	TAX \$1,231.20
	TOTAL \$14,911.20



City of Spokane

Minor Contract Summary

Clerk File #
OPR 2024-0306

Destruct Date
01/01/2031

Cross Ref

Alt File #

Department Name *
PARKS - RIVERFRONT/ENTERTAINMENT

Department Project #

CR #
26244

Submitter
RMCCALL

Primary Contact
AMY LINDSEY

Primary Contact Email
ALINDSEY@SPOKANECITY.
ORG

Starting Date
04/11/2024

Contractor/Consultant

Name \Contractor \Firm *

VIP PRODUCTION NORTHWEST, INC

Contact Name

TRISTON WARD

Contact Email

TRISTON@TRISTON@VIPPRODUCTIONNW.
COM

Address

724 N. MADELIA STREET

Remittance Address

City, State, Zip

SPOKANE, WASHINGTON 99202

Remittance City, State, Zip

Summary of Services

Description *

provide stage rental and sound services for the EXPO '74 50th Anniversary Community Stage

Special Instructions for Clerks Office

Contract Cost

Amount

\$50,000.00

Budget Code *

1400-30210-76103-54201-
97331

Notes

Total Amount *

\$50,000.00

Effective Date *

05/01/2024

Expiration Date *

07/01/2024

Contract Type *

NEW CONTRACT

Park Committee

If new vendor, W-9 and ACH form has been submitted to Accounting *

NO

YES

Insurance Certificate (attach to the contract) *

YES

City Business Registration (attach verification that a current business license number exists) *

YES

Bond Funded *

NO

Requires Internal Risk Assessment Review *

NO

Riverfront Events Maintenance *

NO

Riverfront Event Contract *

NO

If Public Works Contract, Contractor has been notified of State Law requirements. *

NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) *

NO

Is this a Lease? *

NO

Electronic Approvals

Accountant for Review *

MDYSON

Additional Review (Optional)

Accountant	Date
DYSON, MEGAN	04/11/2024

Department Head	Date
MOOG, JONATHAN	04/11/2024

Division Head	Date
JONES, GARRETT	04/11/2024

Grants (If applicable)	Date
------------------------	------

DISTRIBUTION LIST

Contractor Email

triston@triston@vipproductionnw.com

Dept Contact Email

alindsey@spokanecity.org

Additional Email

Additional Email

Additional Email

Contract Accounting Email

parksaccounting@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email



CITY OF SPOKANE
PARKS AND RECREATION

PERSONAL SERVICES AGREEMENT

**Title: COMMUNITY STAGE, LIGHTING
AND AUDIO SERVICES –
EXPO '74 50TH ANNIVERSARY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **VIP PRODUCTION NORTHWEST, INC.**, whose address is 724 N. Madelia Street, Spokane, Washington 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide stage rental and sound services for the EXPO '74 50th Anniversary Community Stage, in accordance with IRFP issued on January 25, 2024, which is attached as Attachment B; the Company's Expo 74 Community Stage Response to IRFP, which is attached as Attachment C; and the Company's Project Quotation for EXPO SL75 and Audio Rental Package June 1, 2024, which is attached as Attachment D, and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2024, and shall run through July 1, 2024, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, and applicable sales tax, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

[] Indemnification Section has been reviewed by VIP Production. VIP agrees the City Contract supersedes the VIP Productions Agreement. **VIP Production must initial.**

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

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

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant,

term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

VIP PRODUCTION NORTHWEST, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By Triston Ward 4/12/2024
Signature Date

By Jonathan Moog 4/12/2024
Signature Date

Triston ward
Type or Print Name

Jonathan Moog
Type or Print Name

Live Production - Department Manager
Title

Riverfront Park Director
Title

Attest:

Approved as to form:

[Signature]
City Clerk

Tim Szambelan
Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

Attachment B – IRFP issued on January 25, 2024

Attachment C - Company's Expo 74 Community Stage Response to IRFP

Attachment D - Company's Project Quotation for EXPO SL75 and Audio Rental Package June 1, 2024

M24-052



ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

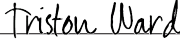
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
Triston ward _____ Name of Certifying Official (Type or Print)	 _____ Signature
Live Production - Department Manager _____ Title of Certifying Official (Type or Print)	4/12/2024 _____ Date (Type or Print)

ATTACHMENT B



VIP Production Northwest
724 N Madelia St.
Spokane WA 99202
509-747-4804

VIP Production Northwest's General Information

VIP is a culmination of 71+ collective years of industry experience that started with two people passionate about sound and lighting: Troy Reit and George Lathrop. George started Silhouette Lighting and Staging selling lights in his garage, and Troy started in high school running sound on a couple of Radio Shack mixers. Humble beginnings for sure, but through hard work and perseverance, they became the top lighting and audio companies in Spokane!

In 2014, Troy envisioned a company that could offer broad audio and visual services, while George was looking to retire and pass the torch. The stars aligned and VIP Production Northwest was born. Now, years later, we continue to reinvent ourselves by implementing new technologies to manage our services and enhance our customer experience, upgrade and expand our inventory, and increase our partnerships with local businesses and customers alike.

VIP Production Northwest is committed to providing the highest quality equipment and top rated expertise in the industry. With our years of experience, we provide the guidance and structure to make your event a success. We focus on meeting the client's and artists' needs. We provide the technical tools for any size acts. From singer songwriter acts to large choirs, we can provide the necessary equipment and expertise to make their performances memorable.

Scope of Services:

VIP Production Northwest is the premier provider of solutions for all of your technical and production needs including staging, lighting, sound, video, rentals, sales, installation, and consulting.

VIPPNW's Production Manager Contact Info:

Triston Ward
Production Manager
VIP Production NW
724 N Madelia St. Spokane WA 99202
vipproductionnw.com
triston@vipnw.com
Office:(800)-801-4804



VIPPNW's Local experience teaser:

Pigout in the park
Hoopfest
Festival at Sandpoint
Valleyfest
North Central WA Fair
Okanogan Fair
Ephrata Sage N' Sun
Spokane Boat Show
Motorcycle Show
Empire Classic
Rocking on the River
Lost in the 50's
Bloomsday
And many, many, more!

VIP Handles 175+ Events yearly (and growing). If you're looking for a knowledgeable, honest, and effective company to partner with, we're here for you.

General Labor Information:

Lead/Operator SETUP/STRIKE rate: \$55.00/Hr with one (2.5) hour minimums.
General Crew SETUP/STRIKE rate: \$42/Hr with one (2.5) hour minimums.
Lead/Operator show day: \$300 for up to 5 Hours, \$600 For up to 9 Hours.
General crew show day: \$300 for up to 5 Hours, \$600 For up to 9 Hours.

Payment information:

50% Deposit required at contract signing and reservation.
Payment in full expected at time of completion.
Additional Venue fees, tool rentals, permits, lift and ladder rentals needed will be added to the final invoice.

Insurance Information:

Liability insurance up to \$2,000,000 (included)





Technical and Management Proposal

METHODOLOGY

- Collaborative approach working with Event Organizer and Artists to meet their needs. We prefer to be partners more than contractors.
- Advising and guiding the Event Organizer and Artists through live production problem solving.
- Organizationally structured our production team to place the best people in the right places for maximum effectiveness.
- Providing tools and resources to work efficiently in a fast paced environment.
- Follow the Event Operation Plan for each event as close to as possible and be willing to be flexible to make changes as needed to produce a successful event.
- Provide clear communication to Event Organizer including current event status as well as predicting any future issues that may come up.
- Provide a safe and secure environment for all members of the production. VIP Production Northwest is committed to ensuring all staff and equipment are up to date with safety certification and inspections.

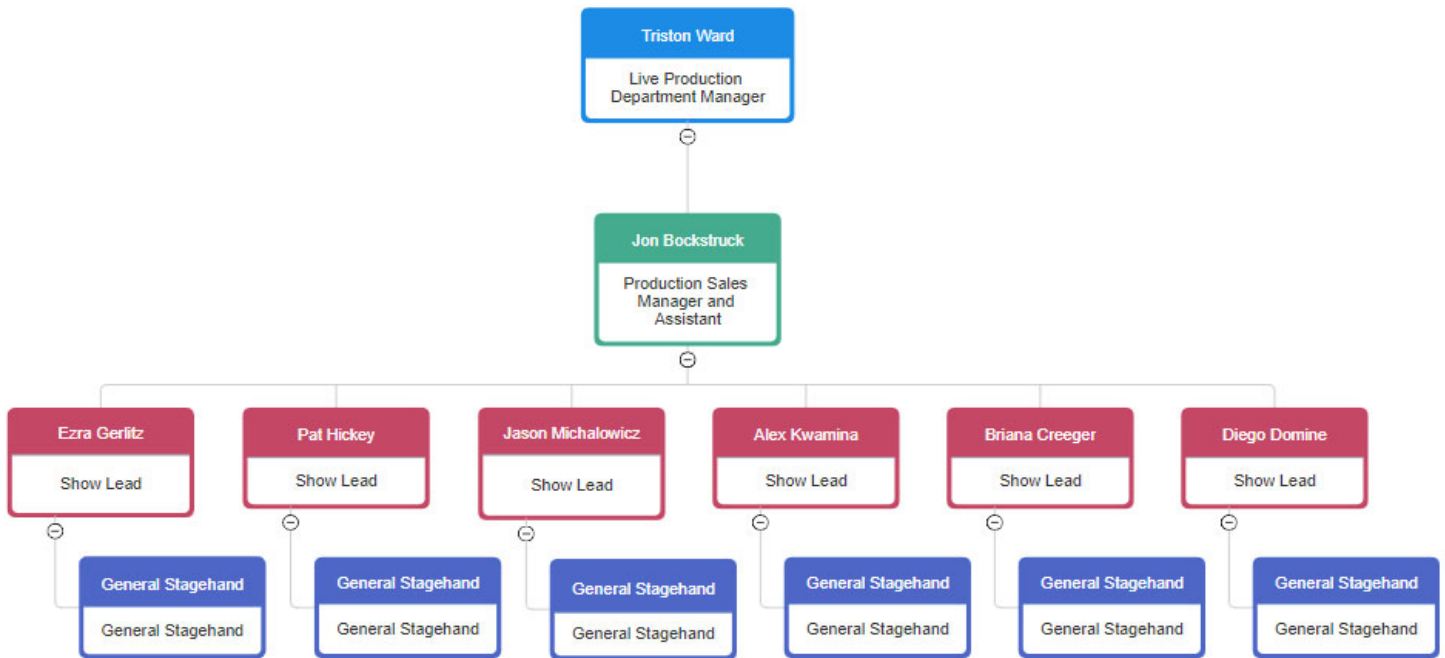
WORK PLAN

- VIP Production Northwest acquires the Event Operation Plan including a site map for each event.
- VIP Production Northwest acquires the list of artists and their equipment list, to be prepared in advance with the correct microphone and monitor selection.
- VIP Production Northwest gains access into the location in a reasonable amount of time prior to the event for set up. That time can be affected by location availability and the performer's needs.
- VIP Production Northwest requires all necessary power be available at the beginning of set up.
- VIP Production Northwest requires Event staff to be available to answer questions and assist in problem solving.
- VIP Production Northwest will safely assemble the stage and audio system in an agreed upon location.
- The Production Team will professionally manage audio on stage and at front of house. Team will mix audio to match the genre of music.
- At show end, VIP Production Northwest will safely strike the stage and audio system then proceed to exit.



PRODUCTION DEPARTMENT STRUCTURE

- Show leads are selected based on relevant experience and availability, we choose the best qualified leads for every event.





VIP Production Northwest Corporation

RE: Letter of Submittal c/o IRFP EXPO Anniversary Stage

To Whom It May Concern:

The purpose of this section of the Letter of Submittal is to acknowledge that VIP Production Northwest Corporation will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Sincerely,

A handwritten signature in black ink that reads "Triston Ward". The signature is written in a cursive, slightly slanted style.

Triston Ward
Live Production Department Manager



COST PROPOSAL OVERVIEW

(See attached quotes for details)

VIP Production Northwest will provide the following costs to the City Of Spokane Expo Anniversary Stage:

- Professionally setup, manage & tear down the SL75 20'w x 16'd stage. Our Production team is certified to safely setup, operate and strike the SL75.
- VIP Production Northwest will provide the following audio system: McCauley Flown Line Array, Basic Monitor Package (including 4 speakers and monitor rack), Small Microphone Package including vocal, drum and instrument mics with audio console. VIP Production Northwest will gladly modify the quote if the artist has additional needs.
- VIP Production Northwest will provide a professional sound engineer and 2 stage hands for the entirety of the event.
- VIP Production Northwest will provide a \$580.50 marketing discount on each show. Total Marketing Discount for all 6 shows \$3,483 To obtain discount VIP Production Northwest will display a small banner on the stage and request our logo to be included on all additional promotional materials.
- VIP Production Northwest will provide an additional \$309 Multi Day Discount for 6+ events. Total Multi Day Discount for currently scheduled 6 shows \$1,854.
- VIP Production Northwest total net pricing for each event \$4,992.74 or six shows price of \$29,956.44 Total Discounts provided:\$5,337
- VIP Production Northwest often negotiates marketing and multi day discounts based on show size, number of events booked, and marketing offers. Potential for more discounts are available.
- Pricing subject to change if artists make special requests that will require additional equipment. Client approval required for all cost effective changes. VIP Production Northwest strives for non-cost accruing solutions first.



REFERENCES

VIP Production Northwest provided professional production services including lights, sound and stage for the following festivals:

Bill Burke,
Burke Marketing and Promotion
Pig Out in the Park
4720 S Progress Crt
Spokane Valley, WA 99037
Billme123@comcast.net
509-921-5579

Mathew Danielson,
Spokane Pride
422 W Riverside
Spokane, WA 99201
matthew@spokanepride.org
509-822-7190

Paul Guntner
Festival at Sandpoint
525 N Pine St
Sandpoint, ID 83864
paul@festivalatsandpoint.com
208-597-0936

Many more references available upon request.



Example Images of VIPPNW Events



















ATTACHMENT C

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

DESCRIPTION: Stage, Lighting and Audio Services - EXPO Anniversary Stage. Sou

DEPARTMENT: Parks and Recreation, Riverfront Spokane

DUE DATE: Friday, February 8, 2024 no later than 4:00 PM

1. INTRODUCTION

1.1 PURPOSE

The City of Spokane is soliciting proposals for

Riverfront Spokane is seeking proposals for stage rental and sound services for the EXPO '74 50th Anniversary Community Stage. See Scope of Services for additional details.

1.2 FUNDING N/A

The City has budgeted an amount not to exceed \$50,000 for this project. Any Proposal submitted must be under this amount including all costs and fees to be considered responsive. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.3 PERIOD OF PERFORMANCE

The proposed contract is estimated to begin on May 18, 2024 and run through June 22, 2024.

N/A

Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for 0 additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

Contractor will provide a 20'x16' (or equivalent) mobile stage for the EXPO '74 50th Anniversary Community Stage. The community stage will be a multicultural showcase featuring arts and culture, environmental, tribal and sports and recreation programming from a diverse range of community organizations. Performers will include non-professional community groups (e.g. dance groups, orchestra, local bands, choral groups, lectures) and stage locations will include Riverfront Park Lilac Bowl and Rotary Fountain and Manito Park.

Confirmed dates are as follows: May 18, 25, June 1, 8, 15, 22.
(Additional dates pending)

Proposals must include an itemized quote for the following items:

1. Stage rental costs for 20x16 (or equivalent) mobile stage with associated labor including same-day delivery, set-up, and strike for six events (dates listed above).
2. Separate audio packages
3. 4-channel monitoring set-up for each event
4. Audio operator (no lighting operator needed) for each event
5. Two stagehands throughout the duration of each event (10am - 5pm)
6. A la carte pricing for additional dates (if needed)
7. Provide detailed technical specifications for stage header/banner scrim options.
8. Proposed discount for in-kind marketing benefits (optional)

Riverfront Spokane will provide:

1. Venue access
2. Power
3. FOH tent
4. One designated community stage event manager
5. Event assistants for load-in/load-out and general on-site support

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

3. GENERAL INFORMATION

3.1 IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this IRFP shall be with the IRFP Coordinator, as follows:

Name	Amy Lindsey
Department	Parks and Recreation, Riverfront Park
Phone Number	509-209-6956
E-Mail Address	alindsey@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City.

3.2 SUBMISSION OF PROPOSALS

- A. PROPOSALS MAY BE SUBMITTED BY HAND, MAIL OR E-MAIL.
- B. If mailing or hand delivering, place one copy of the Proposal in a sealed envelope. On the front of the envelope, place the following information:
 PROPOSAL TITLE
 DUE: DUE DATE
 PROPOSER'S NAME
- C. Mail, hand-deliver or e-mail one copy of the Proposal, as follows:
 City of Spokane
 Attn. Amy Lindsey
 Spokane Parks and Recreation
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201

3.3 ACCEPTANCE PERIOD

Proposals shall remain in effect for a minimum of thirty (30) days from the due date for receipt of Proposals for acceptance by the City.

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

3.4 RESPONSIVENESS

Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.5 COSTS TO PROPOSE

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

3.6 EVALUATION PROCEDURE

Responsive Proposals will be evaluated based on the requirements stated in this solicitation. The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose Proposal best meets the requirements of this IRFP. The City, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The IRFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's Proposal.

3.7 ACCEPTANCE / REJECTION OF PROPOSALS

Contract award, if made, will be to the Proposer submitting the most favorable Proposal. The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract from this IRFP.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper. Include the Letter of Submittal, Technical and Management Proposal, Cost Proposal and other information as requested in this solicitation.

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. The Letter of Submittal should include the following information about the Consultant.

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.).
3. Acknowledgement that the Consultant will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL AND MANAGEMENT PROPOSAL

The Proposal shall contain a comprehensive description of services including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Consultant’s proposed approach and methodology for the project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project. Convey sufficient detail to show the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT MANAGEMENT**
 - **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure. Include who within the firm will have prime responsibility and final authority for the work.
 - **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff who will be assigned to the potential contract, indicating their responsibilities and qualifications, and include the amount of time each will be assigned to the project. The Consultant shall commit that staff identified in its Proposal will actually perform the assigned work.
4. **EXPERIENCE OF THE CONSULTANT** - Indicate the experience the Consultant has in the area of the proposed contract work.

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

5. REFERENCES - List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant shall grant permission to the City to contact the references. Do not include current City staff as references. The City may evaluate references at the City's discretion.

4.4 COST PROPOSAL.

The fee shall include all costs required to perform the services necessary to accomplish the objectives of the contract. Identify all costs including expenses to be charged for performing the services. List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

4.5 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been made. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the IRFP Coordinator.

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

4.6 OWNERSHIP OF DOCUMENTS

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

5. CONTRACT TERMS

5.1 CITY OF SPOKANE BUSINESS REGISTRATION.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

5.2 ANTI-KICKBACK.

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

5.3 NONDISCRIMINATION.

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

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

5.4 INSURANCE COVERAGE

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- 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 provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

ATTACHMENT D

This PRODUCTION CONTRACT (the "Agreement") is entered into as of the date listed as the Order Date in the Associated Quote (the "Effective Date") by and between VIP Production Northwest, Inc. ("VIPPNW"), a Washington Corporation and the client listed in the Associated Quote (the "Client"). VIPPNW and Client are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

Now, for and in consideration of the mutual covenants contained herein, and intending to be legally bound by this agreement, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1 "Associated Quote" means the quote prepared by VIPPNW that contemplates the same transaction as this Agreement and which is incorporated into this Agreement by reference.

1.2 "Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

1.3 "Production Venue" means the specific location of the production that VIPPNW is contracted to service.

1.4 "Services" means the agreed upon services that VIPPNW will provide to Client.

1.5 "Set Up Time" means the time, determined exclusively by VIPPNW, that VIPPNW will arrive at the Production Venue to begin setting up the System.

1.6 "Charge and Tax Total" means the amount listed on the Associated Quote as the charge and tax total.

1.7 "System" means the audio and visual equipment, stage, roof, rigging, and other like items used to perfect the Services.

1.8 "Term" means the length of time that this Agreement is effective, as stipulated in Section 9.

2. Services.

VIPPNW will provide Client the Services described in the Associated Quote in exchange for the Charge and Tax Total identified in the Associated Quote.

3. Payment.

3.1 Reservation Fee. A Reservation Fee is not required.

3.2 Balance. The balance of the Charge and Tax Total is due after each event and will be invoiced accordingly by VIPPNW.

4. Placement of System.

4.1 Access to Production Venue. Client shall be responsible for any and all logistics, including, without limitation, gate access, door access, security permits, parking permits, and items of like kind, whether specific to the Production Venue or not, that are necessary to allow VIPPNW's box trucks to gain "Adequate Access" to the Production Venue. Adequate Access shall mean that VIPPNW can

get its box trucks within fifty (50) feet of the entrance/door of the Production Venue if the Production Venue is inside, and within fifty (50) feet of the location where the System is to be set up if the Production Venue is outside. Upon timely notice by Client that Adequate Access is not possible, VIPPNW may, in their sole judgement, decide to set up the System anyway, but is not obligated in any manner to do so. If any part of the System will be required to be moved up or down levels, Client is responsible for ensuring that there are ramps, elevators, and all other useful or necessary devices, all of which must be in compliance with the American's with Disabilities Act, available for VIPPNW's use.

4.2 Permits and Licenses. It shall be the sole responsibility of Client to obtain any permits, permissions, or licenses, including, without limitation, electrical permits, sound/noise permits, alcohol permits, insurance riders, and any permit, permission, or license of like kind necessary for the event.

4.3 Notice of Schedule. Client will notify VIPPNW, in writing, of the schedule of the event no later than forty-eight (48) hours prior to the start of the event.

4.4 Stage and Roof.

4.4.1 Initial Placement. If the Services require VIPPNW to set up a stage and/or roof, the Client will ensure the presence of a person authorized to verify and approve the placement of the stage and/or roof. The authorized person must be at the Production Venue at the Set Up Time. In the event that no person with such authorization is at the Production Venue at the Set Up Time, VIPPNW retains the right to place the stage and/or roof in either the location last agreed upon by the Parties, or wherever, in its good faith professional judgement, VIPPNW believes is the best location for the stage and/or roof.

4.4.2 Change of Placement. If Client asks VIPPNW to change the placement of the stage and/or roof after the Set Up Time, VIPPNW may, without consequence, refuse to do so if such a change is not feasible in their good faith professional judgement.

4.4.3 Wind Plan. If the Client does not elect to include within the Services a VIPPNW technician to monitor the stage and/or roof in the event of bad weather, Client will provide a person who shall be responsible for reading, understanding, and implementing the plan supplied to Client by VIPPNW regarding how to safely handle the roof and/or stage in the event of bad weather (the "Wind Plan").

5. Labor.

5.1 Procedures. If agreed upon by VIPPNW, Client may elect to provide some or all of the laborers necessary to set up and take down the System. If Client so elects, the Associate Quote must reflect how many laborers will be provided and for which phase of work. In the event that Client provides less laborers than listed in the Associated Quote, Client will be required to pay VIPPNW one and one half (1.5) times VIPPNW's then-current lead rate for each laborer missing.

5.2 Laborer Requirements. While engaged in the set up and/or take down of the System, all laborers provided by Client shall act solely at the direction of VIPPNW employees, and shall be occupied solely with the set up or take down they are engaged in, with no other obligations or distractions. All laborers provided by Client must be fluent in English, be entirely free of any impairment from intoxicants, whether legal or illicit, and must be able to continuously lift fifty (50) pounds of weight from the floor for the duration of the setup and/or takedown. If a laborer does not comply with any of the above stipulations in any fashion, they will not be counted towards the number of laborers established in the Associated Quote. VIPPNW is not required to provide any laborer provided by Client with any food, drinks, compensation, insurance, protection from liability, or anything of like kind, and is not responsible for contacting or scheduling such laborers before the Set Up Time.

6. Protection of System.

6.1 Conditions at Production Venue. It is Client's responsibility to ensure that the space for the System at the Production Venue is safe, clean, dry, adequately sized, free of tripping hazards, protected from intrusion by unauthorized personnel, and otherwise entirely suitable for the functioning of the System. If, in VIPPNW's good faith professional judgement, the space for the System does not fit any of the above requirements, VIPPNW retains the right to immediately remove the System. Client shall provide security personnel that shall supervise the System from the Set Up Time until the System has been fully dismantled and packed away.

6.2 Damage and Loss. Client shall reimburse VIPPNW for any damage to or loss of any part of the System, including, without limitation, damages from the weather, the acts of people at the Production Venue, fire, acts of God, vandalism, theft, and any other kind of damage or loss, regardless of who or what, if anyone or anything, is at fault for the damages and/or loss, excluding direct damage caused by the gross negligence caused by a VIPPNW employee. Any reimbursement owed by Client to VIPPNW shall be paid in full no later than thirty (30) days after the occurrence of the act giving rise to the reimbursement.

7. Limitation of Liability and Warranty.

7.1 Assumption of Risk. CLIENT IS AWARE AND UNDERSTANDS THAT THE SYSTEM IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE IN THE EVENT THAT IT FALLS OR MALFUNCTIONS. NOTWITHSTANDING THE RISK, CLIENT ACKNOWLEDGES THAT CLIENT IS VOLUNTARILY USING AND INTERACTING WITH THE SYSTEM WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE RENTAL, TRANSPORTATION, INSTALLATION, AND/OR USE OF THE SYSTEM.

7.2 Waiver of Liability. CLIENT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST VIPPNW, AND ITS DIRECTORS MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO THE TRANSPORTATION, INSTALLATION, AND/OR USE OF THE SYSTEM, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF VIPPNW OR ANY RELEASEES OR OTHERWISE. CLIENT COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

7.3 Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW VIPPNW SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BY TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 7.3 APPLY EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

7.4 Intellectual Property Warranty. In the event that Client provides any logo, design, picture, mark, sketch, depiction, portrayal, likeness, illustration, artwork, music, text, video, or item of like kind to VIPPNW and requests that VIPPNW or any of its employees display such logo, design, picture, etc., Client warrants that Client is the sole and exclusive owner of any and all intellectual property

applicable to such logo, design, picture, etc., and that the title to such intellectual property is free and clear of any and all encumbrances, or that Client has sufficient license rights in such work to authorize its request to VIPPNW.

8. Indemnification.

8.1 General. Client (the "Indemnifying Party") shall indemnify, defend, and hold harmless VIPPNW, its officers, directors, employees, and agents (collectively the "Indemnified Party") against all Losses arising out of or resulting from any third party claim, suit, action, or other proceeding (collectively "Action") related to or arising out of the performance of this Agreement.

8.2 Intellectual Property. Indemnifying Party shall indemnify, defend, and hold harmless Indemnified Party against all Losses arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of Indemnified Party's display of any logo, design, picture, mark, text, video, sketch, depiction, portrayal, likeness, illustration, artwork, music or item of like kind provided to Indemnified Party by Indemnifying Party.

8.3 Indemnification Procedure. The Indemnified Party shall notify the Indemnifying Party in writing of any Action and cooperate with the Indemnifying Party at Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of the Action and shall employ counsel, the selection of which must be affirmatively approved by Indemnified Party, to handle and defend the Action, at Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Action without the Indemnified Party's written consent, which consent may not be unreasonably withheld or delayed. Failure of the Indemnified Party or its affiliates to perform any obligations under this Section 8.3 will not relieve the Indemnifying Party of its obligation under Section 8 except to the extent Indemnifying Party can demonstrate that it has been materially prejudiced as a result of the failure. Indemnified Party and its Affiliates may participate in and observe the proceedings at their own cost and expense with counsel of their own choosing. The procedures described in this Section 8.3 shall apply to Actions arising under both Sections 8.1 and 8.2.

9. Term.

9.1 General. This Agreement shall become effective on the Effective Date and continue in force until the event has concluded, and the System has been returned to storage in VIPPNW's possession. The System shall not be considered to be in storage while it is in a vehicle.

9.2 Termination. This Agreement may be terminated as follows:

9.2.1 Mutual Consent. This Agreement may be terminated at any time upon mutual consent of the Parties, evidenced by a written document signed by an authorized representative of each Party.

9.2.2 VIPPNW Termination for Cause. VIPPNW shall have the right to terminate this Agreement immediately upon the occurrence of any breach by of this Agreement, whether material or not, by Client.

9.2.3 Client Termination for Cause. Client may terminate this Agreement if (i) VIPPNW commits a material breach of this Agreement, (ii) Client promptly notifies VIPPNW in writing of such breach, and (iii) VIPPNW does not cure such breach within ten (10) business days of receipt of the writing described in (ii).

10. General Provisions.

10.1 Entire Agreement; Modification; Waiver. This Agreement and its Exhibits including, without limitation, the Associated Quote, which are incorporated herein by reference, constitutes the entire agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement, including, without limitation, any term sheets, presentations, quotes or offers. In the event that any inconsistency exists between the provisions of this Agreement and any Exhibit(s), including, without limitation, the Associated Quote the provisions of this Agreement shall supersede the provisions of any such Exhibit(s). No supplement, modification or amendment to this Agreement will be binding unless evidenced by a writing signed by the Party against whom it is sought to be enforced. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

10.2 Governing Law. This Agreement shall be governed by the laws of Washington State without regard to the conflict of law principles of Washington State or any other State or jurisdiction.

10.3 Jurisdiction. The Parties irrevocably submit and consent to the jurisdiction of the State and Federal courts in Washington State with respect to any action arising from or relating to this Agreement. Process may be served on either party in the manner authorized by applicable law or court rule.

10.4 Venue. The Parties irrevocably submit and consent to venue in either (1) Spokane County Superior Court, or (2) The United States District Court of the Eastern District of Washington.

10.5 Force Majeure. In no event shall VIPPNW be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, manufacturing delays, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services.

10.6 Assignment. Each Party may not assign all or any portion of its rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted or purported assignment or delegation without such required consent will be void and deemed a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective permitted successors and assigns. Any permitted assignee shall honor this agreement to its fullest extent.

10.7 Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court, not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

10.8 Attorneys' Fees. In the event any legal action (including arbitration) becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

10.9 Survival. The following provisions shall survive the termination of this Agreement, as well as any other provisions which are explicitly stated to survive termination of this Agreement or which by their nature are intended to survive termination: Sections 1, 3, 6, 7, 8 and 9.

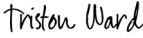
Certificate Of Completion

Envelope Id: B3CD963195AC41D4972C2D5B797D4102	Status: Completed
Subject: OPR 2024-0306 CONTRACT VIP PRODUCTION NORTHWEST, INC	
Source Envelope:	
Document Pages: 42	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252


Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
4/12/2024 3:20:49 PM	drose@spokanecity.org	

Signer Events

Signer Events	Signature	Timestamp
Triston Ward TRISTON@VIPPRODUCTIONNW.COM Live Production - Department Manager Security Level: Email, Account Authentication (None)		Sent: 4/12/2024 3:28:08 PM Viewed: 4/12/2024 3:30:27 PM Signed: 4/12/2024 3:32:57 PM
	Signature Adoption: Pre-selected Style Using IP Address: 174.31.4.240	

Electronic Record and Signature Disclosure:
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Tim Szambelan tszambelan@spokanecity.org Assistant City Attorney City of Spokane Security Level: Email, Account Authentication (None)		Sent: 4/12/2024 3:33:00 PM Viewed: 4/12/2024 3:47:16 PM Signed: 4/12/2024 3:47:33 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jonathan Moog jmoog@spokanecity.org Riverfront Park Director Security Level: Email, Account Authentication (None)		Sent: 4/12/2024 3:47:35 PM Viewed: 4/12/2024 4:11:40 PM Signed: 4/12/2024 4:11:43 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	

Electronic Record and Signature Disclosure:
Accepted: 9/16/2020 12:23:25 PM
ID: 505094fb-c626-45b1-aa1b-86e534fee4ca

Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 	Sent: 4/12/2024 4:11:44 PM Viewed: 4/13/2024 2:54:07 PM Signed: 4/13/2024 2:54:17 PM
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Signature Adoption: Uploaded Signature Image
Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/13/2024 2:54:07 PM
Signing Complete	Security Checked	4/13/2024 2:54:17 PM
Completed	Security Checked	4/13/2024 2:54:17 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.