



Spokane Park Board Agenda

June 9, 2016 – 1:30 p.m.

City Hall, City Council Chambers
808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- ___ Wright, Chris– President
- ___ Traver, Susan – Vice President
- ___ Eadie, Leroy
- ___ Kelley, Ross
- ___ Van Voorhis, Ken
- ___ Selinger, Sam
- ___ Pendergraft, Lauren
- ___ Sumner, Nick
- ___ McGregor, Ted
- ___ Mumm, Candace – Council Liaison

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:** May 12, 2016, Regular Park Board Meeting Minutes and May 25, 2016, Special Park Board Meeting minutes
3. **Additions or Deletions to the Agenda:**
A. None
4. **Special Guests:**
A. The Friends of Manito Update – President *Dave Lennstrom*
5. **Claims:** Claims for the month of May 2016 – *Susan Traver*
6. **Financial Report & Budget Update:** *Bruce Wright*
7. **Special Discussion/Action Items:**
A. None
8. **Committee Reports – Action Items:**

Golf Committee: June 7, 2016 – *Nick Sumner*
A. Esmeralda Fairway Mower Purchase (\$63,063.58 w/tax)
B. Golf Equipment 5-Year Lease (\$23,407 semi-annual payment)

Land Committee: June 1, 2016 – *Ken Van Voorhis*
A. Western Equipment Distributors, Inc., Resolution
B. Bacon Concrete Contract - Manito Playground Equipment (\$72,013.75)

Replacement of Playground Equipment in Manito Park

Recreation Committee: June 2, 2016 – *Sam Selinger*

A. None

Riverfront Park Committee: June 6, 2016 – *Ted McGregor*

A. Howard Street Bridge South: CH₂M Hill construction administration contract (\$296,508)

Finance Committee: June 7, 2016 – *Susan Traver*

A. 2017 Budget Guidelines

Urban Forestry Tree Committee: May 31, 2016 – *Lauren Pendergraft*

A. Arborist Services contract – Northwest Plant Health Care (\$125,000)

By-Laws Committee: *Ross Kelley*

A. Approval of revised Park Board Bylaws

9. **Reports:**

Park Board President: *Chris Wright*

Liaison Reports:

A. Conservation Futures Liaison – *Ken Van Voorhis*

B. Parks Foundation Liaison – *Susan Traver*

C. City Council Liaison – *Candace Mumm*

Director's Report: *Leroy Eadie*

10. **Executive Session:**

A. Potential litigation

11. **Correspondence:**

A. Letters: None

B. Newsletters:

Hillyard Senior Center

Project Joy

Sinto Senior Activity Center

Southside Senior and Community Center

12. **Public Comments:**

A. None

13. **Adjournment:**

A. Next Committee meeting dates:

Golf Committee: 8:05 a.m. July 12, 2016, City Council Briefing Center

Land Committee: 3 p.m. July 6, 2016, City Hall Conference Room 5A

Recreation Committee: 3 p.m. July 7, 2016 City Hall Conference Room 2B

- Riverfront Park Committee: 8:05 a.m. July 11, 2016, City Council Briefing Center
Finance Committee: 3 p.m. July 12, 2016, City Hall Conference Room 2B
Urban Forestry Committee: 4:15 p.m. July 5, 2016, Woodland Center, Finch Arboretum
U.S. Pavilion Workshop: 1 p.m. June 22, 2016, U.S. Pavilion Upper Hospitality Room
- A. Park Board: 1:30 p.m. July 14, 2016, City Council Chambers
 - B. Park Board Study Session: 3:30 p.m. July 14, 2016, City Hall Conference Room 5A

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Lisa Richards at (509) 625-6909, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or Lrichards@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Richards at (509) 625-6909 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
MAY 2016 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JUNE 9, 2016**

PARKS & RECREATION:

SALARIES & WAGES	\$	786,485.83
MAINTENANCE & OPERATIONS	\$	313,042.48
CAPITAL OUTLAY	\$	52,084.08
PARK CUMULATIVE RESERVE FUND	\$	37,636.54
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	8,269.55
FRANKLIN PARK PROJECT - WATER DEPT.	\$	-

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	281,473.03
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GOLF:

SALARIES & WAGES	\$	144,425.72
MAINTENANCE & OPERATIONS	\$	89,580.56
CAPITAL OUTLAY	\$	46,139.39

TOTAL EXPENDITURES:	\$	1,759,137.18
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Financial Report

May, 2016

City of Spokane Parks & Recreation

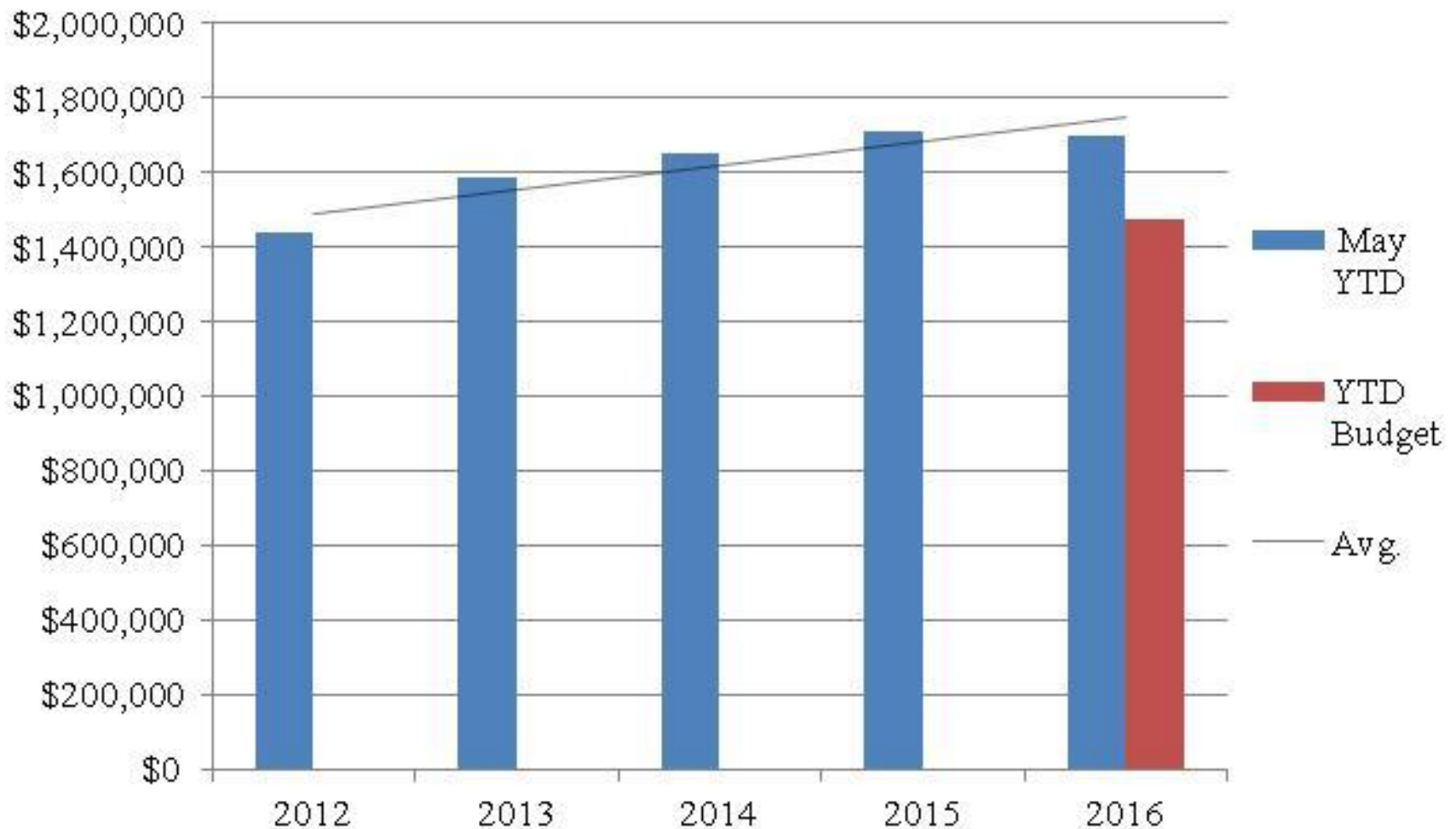
PARK FUND – Revenues & Expenditures

May 31, 2016 (reported in millions)

As of May (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	6.44	1.91	1.70	89%
Transfers In	13.51	5.75	5.75	100%
Funds Available	19.94	7.66	7.46	97%
Expenditures	17.02	5.62	5.53	98%
Transfers Out	0.51	0.00	0.23	0%
Capital Outlay	2.90	0.44	0.23	51%
Windstorm 2015	0.35	n/a	0.13	n/a
NET	-0.84	1.60	1.34	
Beginning Fund Balance	1.05	1.05	1.05	
Ending Fund Balance	0.21	2.65	2.39	

Park Fund Revenue

5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

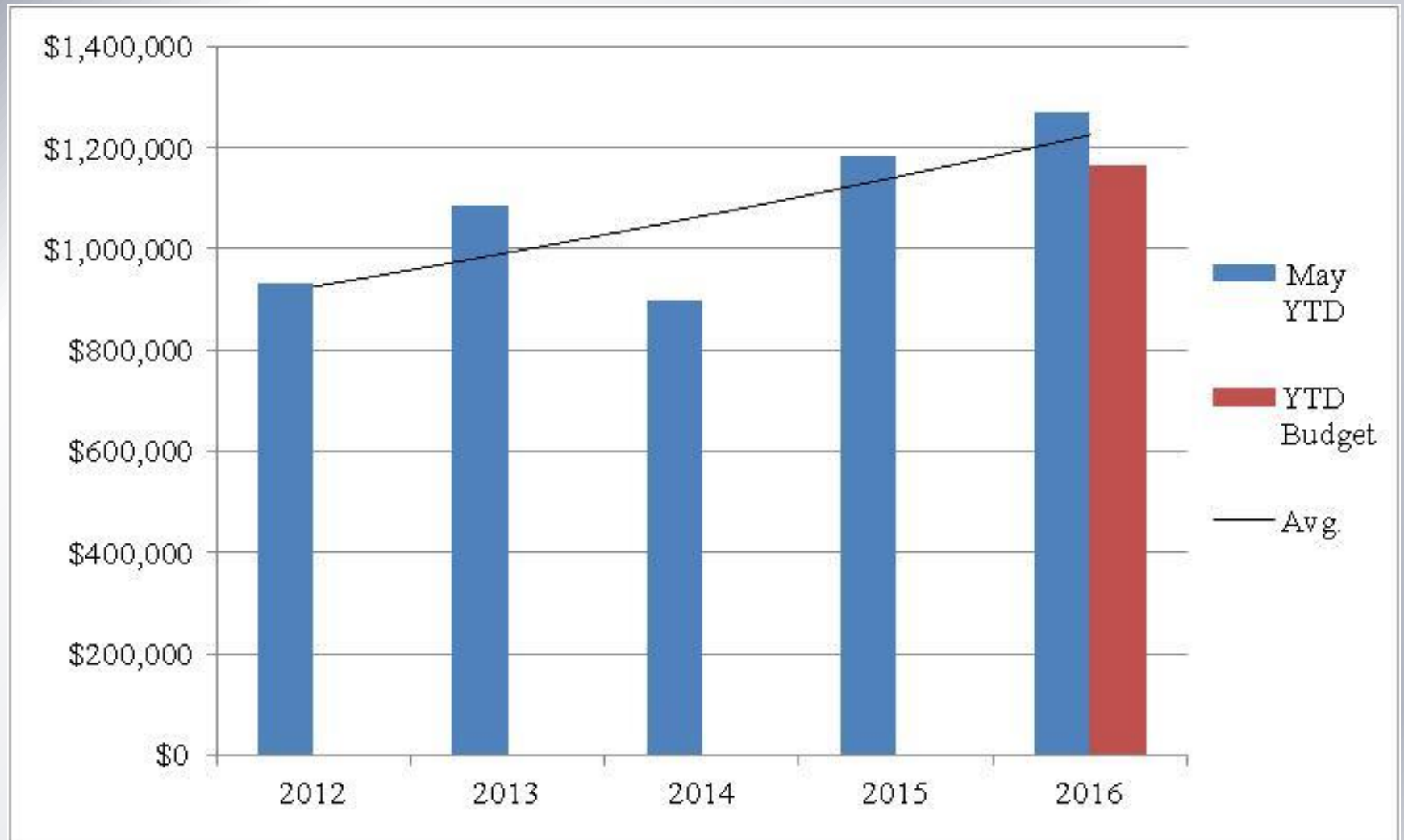
GOLF FUND – Revenues & Expenditures

May 31, 2016 (reported in millions)

As of May (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.38	1.16	1.27	109%
Transfers In	0.00	0.00	0.00	0%
Funds Available	3.38	1.16	1.27	109%
Expenditures	3.17	0.94	0.95	101%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.29	0.04	0.05	114%
Windstorm 2015	0.11	n/a	0.06	n/a
NET	-0.19	0.18	0.22	
Beginning Fund Balance	0.11	0.11	0.11	
Ending Fund Balance	-0.07	0.30	0.33	

Golf Fund Revenue

5 Year Trend & YTD Budget





DATE: 5-Apr-16

PURCHASE REQUISITION

APPROVED: _____

Division: Golf - Esmeralda Ship To: _____

Requester: Bob Mielke Attn: _____

Acct. #: 4600-55100-94000-56405 _____

P.O. #: _____

Name: Western Equipment Dist. Inc. Contact Person: Mark Jones _____

Address: 2824 E. Garland Ave. Phone #: 509-701-1467 _____

City: Spokane State: WA Zip: 99207 _____

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
1	unit	Reelmaster 5510-D - 36.8 hp Tier 4-compliant Diesel w/	\$41,198.11	\$41,198.11
		factory installed:		
1		03607 ROPS		
		03638 22" 7-inch, 8-Blade RR DPA Cutting Unit Edge Series		
5			\$2,551.67	\$12,758.35
1		03405 7-inch Weight for CU's w/ No Attachments (kit of 5)		
			\$398.04	\$398.04
5		107-3280 Rear Roller Scraper Kit - RM5010/RM6000	\$48.24	\$241.20
1		03655 Cross Trax All-Wheel drive kit	\$3,420.47	\$3,420.47
		Priced as per the NIPA contract #083004 that gives a		
		21.8% discount.		
TOTAL:				\$58,016.17
8.7% Tax				\$ 5,047.41
GRAND TOTAL				\$63,063.58

Western Equipment Distributors, Inc.
 Expiration Date: 4/16/2016
 Quote Name: City of Spokane Parks & Rec...Contact_1
 Quote ID: 2011538

City of Spokane Parks & Rec
808 W Spokane Falls Blvd
Spokane, WA 99201
March 23, 2016

Bob Mielke

Qty	Model Number	Description	Unit Price	Extension
1	03607	Keelmaster 5510-D - 36.8 hp Tier 4-compliant Diesel w/ factory installed ROPS	\$41,198.11	\$41,198.11
5	03638	22 IN 7-Inch, 8-Blade RR DPA Cutting Unit EdgeSeries	\$2,551.67	\$12,758.35
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)	\$398.04	\$398.04
5	107-3280	REAR ROLLER SCRAPER KIT-RM5010/RM6000	\$48.24	\$241.20
1	03655	Cross Trax All-wheel drive kit	\$3,420.47	\$3,420.47

TOTALS	
Equipment Total	\$58,016.17
Toro Protection Plus	\$0.00
Trade Ins	\$0.00
Estimated Sales/Use Tax	\$0.00
Total	\$58,016.17

with your 8.7% of \$5,047.40 your delivered total will be **\$63,063.57**

This carries a 2 year/1500 hour warranty on parts and labor and gives you access to our mobile field technician should problems occur

Please know this priced as per the NIPA purchasing contract which you have utilized many times in the past.

Thank you for this opportunity and let me know if I can help. Thank You

Mark Jones
 Western Equipment Distributors 509-701-1467



City of Spokane – Golf Equipment Proposal

Al Vorderbrueggen
Larry Marsh
808 W Spokane Falls Blvd
Spokane, WA 99201

June 6, 2016

Gentlemen,

Here is the updated proposal as discussed.

Equipment

<u>Qty</u>	<u>Description</u>	<u>State Contract Price</u>	<u>Package Price</u>
4	Jacobsen Eclipse 322 Hybrid Greens Mowers Includes: 15 Blade Reels and Rollers	\$139,460.00	\$129,055.00
4	Sets of Eclipse 322 15 Bladed Reels with Rollers	\$ 21,900.00	\$ 18,221.00
2	Jacobsen Truckster XD 4wd Diesel Trucks	<u>\$ 54,255.00</u>	<u>\$ 52,025.00</u>
		\$215,615.00	\$199,301.00
	Sales Tax	<u>\$ 18,758.51</u>	<u>\$ 17,339.19</u>
	Total	\$234,437.51	\$216,640.19

Finance Options

- 1) 5 Year Municipal Lease (3.5%)
Payment Stream: Semi Annual: **\$23,406.76**

- The above price includes all freight, set-up, delivery, and tax.

By signing below, the City of Spokane authorizes RMT to place the equipment listed above on order, and accepts responsibility for all costs associated with any cancellation charges that could be incurred.
Thank you for the opportunity to serve you!

Signature: _____

Date: _____

PO#: _____

935 NW Corporate Drive, Troutdale, OR 97060 Phone: 503-667-5000 Fax: 503-667-5002

Salt Lake City – Boise – Hammett – Lewiston – Portland – Chehalis

RESOLUTION

A resolution declaring Western Equipment Distributors, Inc. a sole source for Toro park and golf course equipment repair and replacement parts.

WHEREAS, the City of Spokane Parks and Recreation Division has a considerable amount of Toro brand maintenance equipment used at parks and golf courses for which repair and replacement parts are necessary; and

WHEREAS, many repair and replacement parts are only available from Toro and use of any other brand other than genuine Toro parts could void equipment warranties; and

WHEREAS, Western Equipment Distributors, Inc. is the exclusive local authorized dealer for commercial Toro equipment and parts and other dealers are not allowed by Toro to sell in the Spokane area; and

WHEREAS, a Value Blanket Purchase Order in an amount not to exceed \$70,000 annually has been established with Park Board approval, Now, Therefore,

BE IT RESOLVED by the Spokane Park Board for the City of Spokane that Western Equipment Distributors, Inc. is declared a sole source for Toro commercial equipment repair and replacement parts.

ADOPTED BY THE SPOKANE PARK BOARD ON JUNE 9, 2016

Park Board President

CITY OF SPOKANE
MANITO PARK LOWER PLAYGROUND - REBID
REQUEST FOR QUOTES

SECTION I. QUOTE PREPARATION AND EVALUATION

1. **QUOTE PREPARATION.** Quotes shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the quote.
2. **SUBMISSION OF QUOTES.** Submit one copy of the quote by **1:00 PM on May 27, 2016 to Nick Hamad at 2304 E. MALLON AVE.,** Spokane, Washington.
3. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the work is to be performed.
4. **PREQUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.
5. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to low responsive responsible Contractor. Unsuccessful firms will not automatically be notified of results.
6. **REJECTION OF QUOTES.** The City reserves the right to reject any or all quotes, to waive minor deviations from the specifications, to waive minor informalities in quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.
7. **CONTRACTOR REGISTRATION.** The Contractor shall be a Washington State registered or licensed contractor at time of quote submittal.
8. **PUBLIC WORK REQUIREMENTS.** The scope of work for this project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bond and sales tax implications in making their quotes.
9. **PROJECT CONTACT.**

The project contact for the City of Spokane (Owner) is:

Name: Nick Hamad
Department: Parks and Recreation
Phone: 509.363.5452
Email: nhamad@spokanecity.org

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. Unless otherwise stated, the Contractor will be responsible for the furnishing of labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described work. The apparent silence or omission as to any detail of any work to be done or materials to be furnished and required for the proper performance of the work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.

2. SCOPE OF WORK.

BASE BID: Work includes the renovation of the Manito Park Lower Playground, including the demolition and disposal of existing play equipment, safety surfacing and adjacent hardscape, installation of new playground equipment, safety surfacing, concrete walkway & curbing, site furnishings and playground appurtenances.

ALT 1: Demolition and disposal of additional organic materials, salvage of existing boulders, and installation of additional accessory play amenities - including boulders, balance log, plantings, edging, sand and mulch.

3. TECHNICAL SPECIFICATIONS AND STANDARDS OF WORK

All work is to be conducted in accordance with contract plans and “**CITY OF SPOKANE GENERAL SPECIAL PROVISIONS FOR PRIVATE CONTRACTS**”. In the absence of any City of Spokane Supplemental Specification, the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, 2006 provides the controlling information and requirements for all work - EXCLUDING PLAYGROUND EQUIPMENT.

Playground equipment shall be installed in accordance with the Manufacturer’s written instructions, and per RCW 39.12, playground equipment shall be installed by a certified playground installer licensed in the State of Washington as “Playground and Park Equipment Installers”.

Manuals for playground equipment installation are available upon request.

Hamad, Nicholas

From: Microsoft Outlook
To: Clayton Varick (cvarick@landexpressions.com); Bacon Concrete Inc. (greg@baconconcrete.com); Gary Max; Jim Cameron (jim@cameron-reilly.com); Glenn Prosser (gmprosser@juno.com); AM Landshaper (amlandshaper@msn.com); Dave Nelson (dnelson@landexpressions.com); Dennis Cleavenger (dcleav@centurylink.net)
Sent: Thursday, May 12, 2016 11:58 AM
Subject: Relayed: Invitation to Bid | Manito Park Lower Playground REBID

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[Clayton Varick \(cvarick@landexpressions.com\)](mailto:cvarick@landexpressions.com) (cvarick@landexpressions.com)

[Bacon Concrete Inc. \(greg@baconconcrete.com\)](mailto:greg@baconconcrete.com) (greg@baconconcrete.com)

[Gary Max \(max@sitelines.com\)](mailto:max@sitelines.com)

[Jim Cameron \(jim@cameron-reilly.com\)](mailto:jim@cameron-reilly.com) (jim@cameron-reilly.com)

[Glenn Prosser \(gmprosser@juno.com\)](mailto:gmprosser@juno.com) (gmprosser@juno.com)

[AM Landshaper \(amlandshaper@msn.com\)](mailto:amlandshaper@msn.com) (amlandshaper@msn.com)

[Dave Nelson \(dnelson@landexpressions.com\)](mailto:dnelson@landexpressions.com) (dnelson@landexpressions.com)

[Dennis Cleavenger \(dcleav@centurylink.net\)](mailto:dcleav@centurylink.net) (dcleav@centurylink.net)

Subject: Invitation to Bid | Manito Park Lower Playground REBID



Manito Park Lower Playground Bid Results

Estimated Total (PARKS): \$ 86,866.50

<u>CONTRACTOR INVITED</u>	<u>BASE BID</u>	<u>ADD/ALT 1</u>	<u>TAX (8.7%)</u>	<u>TOTAL</u>	<u>% of Archest</u>
BACON CONCRETE	\$ 66,250.00	\$ 8,400.00	\$ 6,494.55	\$ 81,144.55	93%
CAMERON-REILLY	\$ 116,818.00	\$ 21,400.00	\$ 12,024.97	\$ 150,242.97	173%
AVG. BID PRICE					\$ 115,693.76
MEDIAN BID PRICE					\$ 115,693.76
\$\$ SPREAD BETWEEN 1ST & 2ND					\$ (69,098.42)
% SPREAD BETWEEN 1ST & 2ND					85.2%

>\$25,000 & ≤\$45,000 – Single Craft/Trade
>\$40,000 & ≤\$90,000 – Multiple Craft/Trade

QUOTE

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **MANITO PARK LOWER PLAYGROUND - REBID**

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

Item	Description	Amount
1	BASE BID	\$ 66250.00
3	ALTERNATE 1	\$ 8400.00
4	WA STATE SALES TAX 8.7%	\$ 6494.55
5	TOTAL BID AMOUNT	\$ 81144.55

The firm acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this quote.

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

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. BALONCI07219

U.B.I. Number 601-398-658

Washington Employment Security Department Number 760 832 005

Washington Excise Tax Registration Number 601-398-658

City of Spokane Business License Number T12011451BUS

COMPLETION TIME. All work under the contract shall be started after the date of notice to proceed. Work once started shall be completed by **SEPTEMBER 16, 2016**.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of **\$100.00** for each and every day the work remains uncompleted.

For contracts up to \$35,000.00 including tax, the Contractor may opt for fifty percent (50%) retainage in lieu of bond. _____ YES _____ NO

FIRM NAME: BALON CONCRETE INC

SIGNATURE: [Signature]

TITLE: PRESIDENT PHONE: 509-924-3900

ADDRESS: 16510 N BRANNON LN, SPOKANE WA 99208

>\$25,000 & ≤\$45,000 – Single Craft/Trade
>\$40,000 & ≤\$90,000 – Multiple Craft/Trade

QUOTE

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **MANITO PARK LOWER PLAYGROUND - REBID**

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

Item	Description	Amount
1	BASE BID	\$ 116,818.00
3	ALTERNATE 1	\$ 21,400.00
4	WA STATE SALES TAX 8.7%	\$ 12,024.97
5	TOTAL BID AMOUNT	\$ 150,242.97

The firm acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this quote.

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

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. CAMERRL942NU

U.B.I. Number 602 633 401

Washington Employment Security Department Number 343657.006

Washington Excise Tax Registration Number 602 633 401

City of Spokane Business License Number T11049806 BUS

COMPLETION TIME. All work under the contract shall be started after the date of notice to proceed. Work once started shall be completed by **SEPTEMBER 16, 2016**.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of **\$100.00** for each and every day the work remains uncompleted.

For contracts up to \$35,000.00 including tax, the Contractor may opt for fifty percent (50%) retainage in lieu of bond. YES ☒ NO

FIRM NAME: Cameron-Reilly LLC

SIGNATURE: [Signature]

TITLE: Manager PHONE: 509-466-5555

ADDRESS: 309 N Park Rd Spokane Valley WA 99212

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Park Operations

Contact Person: Nick Hamad Phone: 509.363.5452

Type of Contract: ☒ New Contract ☐ Renewal
☐ Amendment ☐ Extension

What work or service is being provided: Manito Park Lower Playground Replacement

If Request Is For Amendment, Renewal or Extension, Provide OPR #: _____

Contractor/Consultant Name: Bacon Concrete, Inc.

Contractor/Consultant Address: 16510 N. Brannon Ln, Spokane WA 99208

Contract Begin Date: June 17, 2016 Contract End Date: October 1, 2016

Dollar Amount of Contract (provide breakdown of costs if applicable): \$66,250.00 + tax

Funding Sources (e.g., CD, Dept. of Justice, Etc.): Parks 2016 capital (proj. #16-12)

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments:

Provide Reason For Amendment.

Provide Desired Changes In Contract Wording.

IF THIS IS A PUBLIC WORKS CONTRACT REQUEST

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ☒ Yes ☐ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

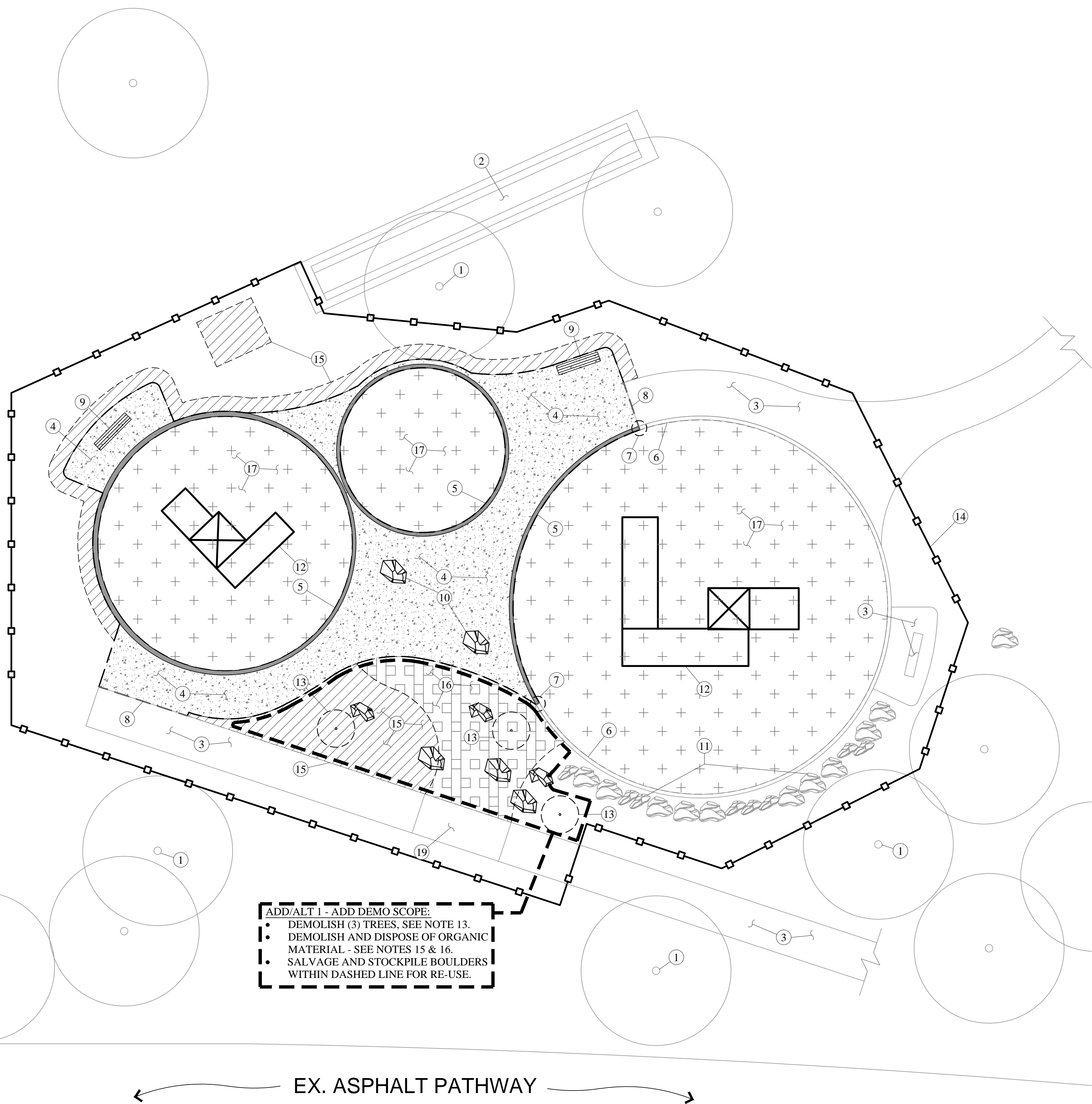
☐ Yes ☒ No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ☒ Yes ☐ No

For Contracts Up To \$35,000, Does The Contractor Want To Do A 50% Retainage In Lieu Of A Bond? ☐ Yes ☐ No

MANITO PARK LOWER PLAYGROUND REPLACEMENT



2 VICINITY MAP
SCALE: NTS

DEMOLITION NOTES:

- EXISTING TREE, PRESERVE AND PROTECT IN PLACE. TYPICAL.
- EXISTING PICNIC TABLES & CONCRETE PAD TO REMAIN, PRESERVE AND PROTECT IN PLACE.
- EXISTING CONCRETE FLATWORK & BENCH TO REMAIN. PRESERVE AND PROTECT IN PLACE. ANY DAMAGE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- REMOVE EXISTING CONCRETE FLATWORK AND EXCAVATE SUBGRADE TO A TOTAL DEPTH OF 6" (MIN) BELOW FINISH GRADE BUT NOT LESS THAN REQ'D TO ACCOMMODATE IMPROVEMENTS. DISPOSE OF MATERIALS LEGALLY AT APPROPRIATE OFF-SITE LOCATION.
- EXISTING CONCRETE CONTAINMENT CURB TO BE REMOVED. DISPOSE OF MATERIALS LEGALLY AT APPROPRIATE OFF-SITE LOCATION.
- EXISTING CONCRETE CONTAINMENT CURB TO REMAIN, PROTECT IN PLACE. ANY DAMAGE TO CONCRETE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- SAW CUT CURB, SEE LAYOUT PLAN FOR SPECIFIC LOCATION. TYP. OF 2.
- SAW CUT CONCRETE FLATWORK AS REQ'D IN THIS APPROXIMATE LOCATION.
- SALVAGE EXISTING BENCH FOR RE-INSTALLATION. SEE LAYOUT PLAN FOR RE-INSTALL LOCATION. ANY DAMAGE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- SALVAGE EXISTING BOULDER. STOCKPILE FOR REINSTALLATION. TYP.
- EXISTING BOULDERS TO REMAIN, PROTECT IN PLACE.
- REMOVE EXISTING PLAYGROUND EQUIPMENT AND DISPOSE OF MATERIALS LEGALLY AT APPROPRIATE OFF-SITE LOCATION. CITY OF SPOKANE PARKS AND RECREATION TO SALVAGE PORTIONS OF PLAY EQUIPMENT PRIOR TO CONTRACTOR MOBILIZATION - COORDINATE WITH LANDSCAPE ARCHITECT TO CONFIRM COMPLETION OF SALVAGE PRIOR TO DEMOLITION OF REMAINING EQUIPMENT.
- ADD/ALT 1: REMOVE EXISTING TREE. TYP. OF 3.
- 8' TALL CHAIN LINK CONSTRUCTION FENCING.
- ADD/ALT 1: REMOVE EXISTING ORGANIC MATERIAL TO A DEPTH OF 6" BELOW FINISH GRADE.
- ADD/ALT 1: REMOVE EXISTING ORGANIC MATERIAL TO A DEPTH OF 9" BELOW FINISH GRADE.
- REMOVE EXISTING ENGINEERED WOOD FIBER MULCH AND SAND TO A DEPTH OF 12" BELOW FINISH GRADE. DISPOSE OF MATERIALS LEGALLY AT APPROPRIATE OFF-SITE LOCATION. DO NOT RE-USE PLAY SAND OR ENGINEERED WOOD FIBER MULCH.
- EXISTING WOOD BRIDGE TO REMAIN. PROTECT IN PLACE. ANY DAMAGE TO CONCRETE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.

SYMBOL LEGEND:

- CONSTRUCTION FENCING. SEE NOTE 14.
- EXISTING CONCRETE CONTAINMENT CURB TO BE REMOVED - SEE NOTE 5
- EXISTING PLAY SURFACING AND SAND AREA TO BE REMOVED. SEE NOTE 17.
- EXISTING CONCRETE FLATWORK REMOVAL AREA - SEE NOTE 4.
- EXISTING ORGANIC MATERIAL REMOVAL AREA - SEE NOTE 15.
- ADD/ALT 1: EXISTING ORGANIC MATERIAL REMOVAL AREA - SEE NOTE 16.

GENERAL NOTES:

- CALL 811 BEFORE YOU DIG. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATES. NOTIFY CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR CONFLICT WITH CONSTRUCTION.
- CONSTRUCTION ACCESS WILL BE DETERMINED AT THE PRE-CONSTRUCTION MEETING AND APPROVED BY THE CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS FROM THE CITY OF SPOKANE.
- TEMPORARY CONSTRUCTION FENCING IS REQUIRED AS APPROVED BY PARK OPERATIONS STAFF.
- UNLESS OTHER WISE NOTED, RESTORE AND REPAIR ALL CONSTRUCTION RELATED DAMAGE TO PRE-CONSTRUCTION CONDITION.
- CONDUCT A PRE-CONSTRUCTION MEETING ONSITE WITH CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT IS REQUIRED PRIOR TO SITE CLEARING AND CONSTRUCTION.
- CONTRACTOR SHALL LEGALLY DISPOSE OF ALL MATERIALS TO BE REMOVED UNLESS OTHERWISE NOTED.
- IRRIGATION NOT SHOWN ON PLAN. REPAIR AND ADJUST IRRIGATION, WITH APPROVAL FROM CITY OF SPOKANE PARK OPERATIONS, SO NO IRRIGATION SPRAYS ON PLAYGROUND EQUIPMENT. NOTIFY PARK OPERATIONS IMMEDIATELY IN THE EVENT OF ANY DAMAGED IRRIGATION OR OTHER PARK UTILITIES.

DRAWN BY	JCS
CHECKED BY	GTJ
BY	

CITY OF SPOKANE
PARKS & RECREATION

STATE OF WASHINGTON
LICENSED
LANDSCAPE ARCHITECT

NICHOLAS A. HAMAD
LICENSE NO. 1383
EXPIRES ON 02-17-2017

MANITO PARK LOWER PLAYGROUND
1702 S GRAND BOULEVARD, SPOKANE, WA 99203

PARK OPERATIONS DIVISION | 2304 EAST MALLON AVE | SPOKANE, WA 99202 | (509) 363-5462 | FAX (509) 363-5454

DEMOLITION PLAN

L-101

SHEET: 1 OF 4

DATE 03/22/2016

BID DOCUMENTS

MANITO PARK LOWER PLAYGROUND REPLACEMENT



CONSTRUCTION NOTES:

- EXISTING TREE, PRESERVE AND PROTECT IN PLACE. TYPICAL.
- EXISTING PICNIC TABLES & CONCRETE PAD, PRESERVE AND PROTECT IN PLACE.
- EXISTING CONCRETE FLATWORK TO REMAIN. PRESERVE AND PROTECT IN PLACE. ANY DAMAGE TO CONCRETE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- NEW 4" THICK CONCRETE FLATWORK, 6' WIDE (MIN). FINISH SURFACE TO BE EXPOSED AGGREGATE TO MATCH ADJACENT EXISTING CONCRETE. ENSURE CONCRETE AGGREGATE SIZE MATCHES EX. AGGREGATED SIZE. SEE SHEET L-501, DETAILS 2&3.
- NEW CONCRETE ACCESS RAMP WITH RUBBER SAFETY MAT, 6' WIDE (MIN). SEE SHEET L-501, DETAIL 4.
- EXPANSION JOINT, SEE SHEET L-501, DETAIL 3. TYPICAL.
- CONTRACTION JOINT, SEE SHEET L-501, DETAIL 3. TYPICAL.
- NEW 8" THICK CONCRETE CONTAINMENT CURB, MATCH FINISH TO EXISTING. SEE SHEET L-501, DETAILS 1&2.
- EXISTING PLAYGROUND CONTAINMENT CURB TO REMAIN. PRESERVE AND PROTECT IN PLACE. ANY DAMAGE TO CONCRETE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- SAW CUT EXISTING CONTAINMENT CURB. VERIFY EXACT LOCATION WITH LANDSCAPE ARCHITECT IN FIELD.
- EXISTING BENCH TO REMAIN, PRESERVE AND PROTECT IN PLACE.
- REINSTALL SALVAGED BENCH TO APPROXIMATE LOCATION. LANDSCAPE ARCHITECT TO APPROVE EXACT LOCATION PRIOR TO INSTALLATION. SURFACE MOUNT TO NEW CONCRETE FLATWORK.
- EXISTING BOULDERS TO REMAIN, PROTECT IN PLACE.
- INSTALL NEW SURFACE MOUNT TRASH RECEPTACLE. RECEPTACLE FURNISHED BY CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT AND INSTALLED BY CONTRACTOR.
- INSTALL 12" DEPTH ENGINEERED WOOD FIBER MULCH ATOP GEOTEXTILE FABRIC. FABRIC TO BE NON-WOVEN, NEEDLE-PUNCHED, UV-TREATED, WATER PERMEABLE POLYESTER. 'DURALINER GEOTEXTILE FABRIC' AVAILABLE FROM ZEAGER BROTHERS OR APPROVED EQUAL. SUBMIT MULCH AND FABRIC FOR APPROVAL PRIOR TO INSTALLATION.
- ADD/ALT 1: SEATING/BALANCE LOG. LOG FURNISHED BY CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT AND INSTALLED BY CONTRACTOR. SEE SHEET L-501, DETAIL 8. TYP. OF 1.
- ADD/ALT 1: BOULDER STEPPING STONES. STONES TO BE PLACED 1'6" +/- 1" APART. SEE SHEET L-501, DETAILS 5 & 7.
- ADD/ALT 1: BOULDER CLIMBING SLOPE. SEE SHEET L-501, DETAIL 7.
- TURF SOD REPAIR. SUPPLY AND PLACE TURF SOD ATOP 4" DEPTH IMPORTED TYPE 'A' TOPSOIL TO ALL DAMAGED TURF AREAS. TURF AREA DAMAGED DURING CONSTRUCTION BUT NOT SHOWN ON PLANS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- INSTALL 9" DEPTH SCREENED COARSE SAND ATOP NATIVE SUBGRADE.
- INSTALL 6" DEPTH ENGINEERED WOOD FIBER MULCH ABOVE NATIVE SUBGRADE.
- EXISTING WOOD BRIDGE TO REMAIN. PROTECT IN PLACE. ANY DAMAGE TO CONCRETE AS A RESULT OF CONSTRUCTION ACTIVITY TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
- ADD/ALT 1: INSTALL ALUMINUM EDGING PER SHEET L-501, DETAIL 6.

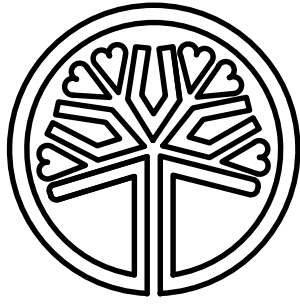
SYMBOL LEGEND:

- NEW CONCRETE FLATWORK AREA - SEE NOTE 4.
- TURF SOD REPAIR AREA. SEE NOTE 19.
- ADD/ALT 1: NEW SCREENED COARSE SAND SURFACING AREA - SEE NOTE 20.
- NEW ENGINEERED WOOD FIBER MULCH AREA TYPE 1 - SEE NOTE 15.
- ADD/ALT 1: ENGINEERED WOOD FIBER MULCH AREA TYPE 2 - SEE NOTE 21.
- NEW CONCRETE RAMP WITH SAFETY SURFACING- SEE NOTE 5.
- ADD/ALT 1: KARL FOERSTER FEATHER REED GRASS. 5 GAL. SIZE. PLANTS MUST MEET AMERICAN STANDARD FOR NURSERY STOCK.

GENERAL NOTES:

- CALL 811 BEFORE YOU DIG. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATES. NOTIFY CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR CONFLICT WITH CONSTRUCTION.
- CONSTRUCTION STAGING AND ACCESS WILL BE DETERMINED AT THE PRECONSTRUCTION MEETING AND APPROVED BY THE CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT.
- TEMPORARY CONSTRUCTION FENCING IS REQUIRED AS APPROVED BY PARK OPERATIONS STAFF.
- UNLESS OTHER WISE NOTED, RESTORE AND REPAIR ALL DAMAGE DONE TO PRECONSTRUCTION CONDITION.
- CONDUCT A PRE-CONSTRUCTION MEETING ONSITE WITH CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT IS REQUIRED PRIOR TO SITE CLEARING AND CONSTRUCTION.
- IRRIGATION NOT SHOWN ON PLAN. REPAIR AND ADJUST IRRIGATION, WITH APPROVAL FROM CITY OF SPOKANE PARK OPERATIONS, SO NO IRRIGATION SPRAYS ON PLAYGROUND EQUIPMENT. NOTIFY PARK OPERATIONS IMMEDIATELY IN THE EVENT OF ANY DAMAGED IRRIGATION OR OTHER PARK UTILITIES.
- AFTER CONSTRUCTION OF PLAYGROUND EQUIPMENT, THE CITY OF SPOKANE PARKS AND RECREATION WILL CONDUCT AN AUDIT BY THE CERTIFIED PLAYGROUND SAFETY INSPECTOR BEFORE SUBSTANTIAL COMPLETION.
- CONTRACTOR SHALL SUBMIT THE CERTIFICATION OF THE ENGINEERED WOOD FIBER MULCH TO THE CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT FOR APPROVAL.
- ALL CONCRETE WALKS TO HAVE FLUSH TRANSITIONS TO ADJACENT HARDSCAPE AND SHALL BE 1" ABOVE ADJACENT LANDSCAPE GRADE. REPAIR ANY ADJACENT TURF DAMAGE WITH NEW SOD LAWN.

DRAWN BY JCS
CHECKED BY GTJ
CITY OF SPOKANE
PARKS & RECREATION



STATE OF WASHINGTON
LICENSED
LANDSCAPE ARCHITECT
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MANITO PARK LOWER PLAYGROUND
1702 S GRAND BOULEVARD, SPOKANE, WA 99203

PARK OPERATIONS DIVISION | 2304 EAST MALLON AVE | SPOKANE, WA 99202 | (509) 363-5462 | FAX (509) 363-5454

CONSTRUCTION PLAN

L-102

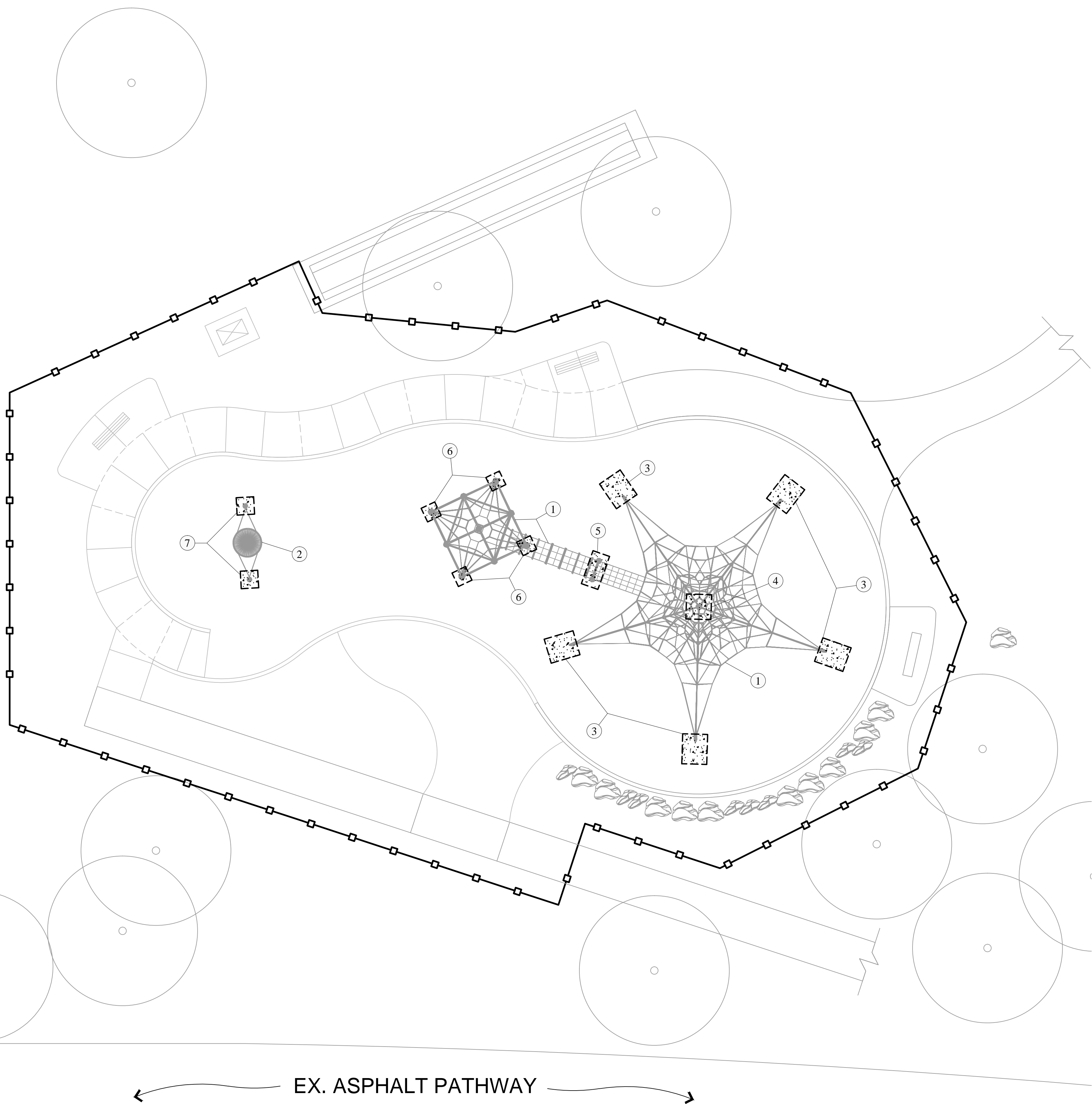
SHEET: 2 OF 4

DATE 03/22/2016

BID DOCUMENTS

1 SITE LAYOUT PLAN

MANITO PARK LOWER PLAYGROUND REPLACEMENT



PLAY STRUCTURE NOTES:

- 1 BERLINER SEILFABRIK PENTAGODE M.01 - NEW PLAYGROUND EQUIPMENT FURNISHED BY CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, INSTALLED BY CONTRACTOR. LAYOUT AND INSTALLATION PER MANUFACTURERS SPECIFICATIONS. TYP. OF 1.
- 2 BERLINER SEILFABRIK CLOUD 9 - NEW PLAYGROUND EQUIPMENT FURNISHED BY CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, INSTALLED BY CONTRACTOR. LAYOUT AND INSTALLATION PER MANUFACTURERS SPECIFICATIONS. TYP. OF 1.
- 3 PENTAGODE FOOTING TYPE 1; 4'x3'-4"x2'-4" DEEP CONCRETE. LAYOUT AND INSTALLATION PER MANUFACTURER'S RECOMMENDATIONS. TYP. OF 5.
- 4 PENTAGODE FOOTING TYPE 2; 3'-4"x3'-4"x2'-4" DEEP CONCRETE. LAYOUT AND INSTALLATION PER MANUFACTURER'S RECOMMENDATIONS. TYP. OF 1.
- 5 PENTAGODE FOOTING TYPE 3; 4'-7"x2'-4"x2'-4" DEEP CONCRETE. LAYOUT AND INSTALLATION PER MANUFACTURER'S RECOMMENDATIONS. TYP. OF 1.
- 6 PENTAGODE FOOTING TYPE 4; 2'-0"x2'-0"x1'-8" DEEP CONCRETE. LAYOUT AND INSTALLATION PER MANUFACTURER'S RECOMMENDATIONS. TYP. OF 4.
- 7 CLOUD 9 FOOTING; 2'-4"x2'-4"x2'-4" DEEP CONCRETE. LAYOUT AND INSTALLATION PER MANUFACTURER'S RECOMMENDATION. TYP. OF 2.

GENERAL NOTES:

1. CALL 811 BEFORE YOU DIG. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATES. NOTIFY CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR CONFLICT WITH CONSTRUCTION.
2. ALL PLAYGROUND EQUIPMENT TO BE INSTALLED BY NPCAI CERTIFIED INSTALLER LICENSED IN THE STATE OF WASHINGTON.
3. CONSTRUCTION STAGING AND ACCESS WILL BE DETERMINED AT THE PRE-CONSTRUCTION MEETING AND APPROVED BY THE CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT.
4. TEMPORARY CONSTRUCTION FENCING IS REQUIRED AS APPROVED BY PARK OPERATIONS STAFF.
5. UNLESS OTHER WISE NOTED, RESTORE AND REPAIR ALL DAMAGE DONE TO PRE-CONSTRUCTION CONDITION.
6. SITE SHALL BE INSPECTED BY A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) DURING AND AFTER INSTALLATION FOR EACH PIECE OF EQUIPMENT AND RESILIENT SURFACE AREA.
7. CONTRACTOR SHALL STAKE LOCATIONS OF PROPOSED PLAYGROUND FOOTINGS FOR APPROVAL BY A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) AND CITY OF SPOKANE PARKS AND RECREATION LANDSCAPE ARCHITECT PRIOR TO CONCRETE FOOTING
8. AFTER CONSTRUCTION OF PLAYGROUND EQUIPMENT, THE CITY OF SPOKANE PARKS AND RECREATION WILL CONDUCT AN AUDIT BY THE CERTIFIED PLAYGROUND SAFETY INSPECTOR BEFORE SUBSTANTIAL COMPLETION.
9. CONTRACTOR TO PREPARE BASE COURSE BENEATH PLAY STRUCTURE FOOTINGS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

DRAWN BY	JCS
CHECKED BY	GTJ
BY	

CITY OF SPOKANE
PARKS & RECREATION

STATE OF WASHINGTON
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CONSTRUCTION PLAN

L-103

SHEET: 3 OF 4

DATE 03/22/2016

BID DOCUMENTS

CITY OF SPOKANE

SOUTH CHANNEL BRIDGE REPLACEMENT PROJECT

Supplement #4

EXHIBIT A: SCOPE OF WORK

INTRODUCTION

On July 30th, 2014, CH2M HILL Engineers, Inc. (CONSULTANT) was selected to provide professional services for the South Channel Bridge Replacement Project (PROJECT).

This scope of work includes professional services to provide supplemental Construction Management (CM) services to the City of Spokane (CITY) related to the Howard Street South Channel Bridge Project. This work includes professional services to support the CITY with construction management, office engineering, construction observation, and closeout services for the project. The CONSULTANT will provide these services as defined below. These services are intended to assist the CITY to administer the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in general conformance with the construction Contract Documents, and assist the CITY in responding to events that occur during the construction.

The CITY may make or approve changes within the general scope of this agreement. If such changes affect CONSULTANT's cost of, or time required for, performance of the services, an equitable adjustment will be made through a written supplement to the agreement. The CONSULTANT will provide the CITY in writing of the occurrence of a change and an estimate of the cost impact. The CITY will provide written approval of the change. A ten (10) percent management reserve fund has been established for minor changes to the Scope of Work. Use of the management reserve fund requires written authorization of the CITY.

ASSUMPTIONS

1. This scope of work is premised on a Notice to Proceed date of approximately July 2016 with a sixteen (16) month project duration for construction engineering support activities. Deviations from the anticipated construction activities, schedule, or duration of construction will materially affect the scope of these services and CONSULTANT's compensation for the services, and will require an adjustment to CONSULTANT's compensation. CONSULTANT will not perform services beyond the agreed to contract scope without written authorization from the CITY.
2. The CITY will be responsible for the overall construction management of the project and to provide staff to perform the day-to-day construction management and administration.

3. The level of effort required to provide the services described herein is highly dependent on the experience and capabilities of both the CITY construction manager and the low-bid construction contractor awarded the project. Consequently, CONSULTANT has limited control over the number and types of field inquiries received and the corresponding level of effort required to respond to those inquiries. Therefore, the level of effort for all tasks is limited to the amount of labor and expenses as indicated in the attached fee itemization. Additional services beyond these limits will be provided as extra work.

4. CONSULTANT's Personnel at Construction Site.

The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction Contract Documents and that the integrity of the design concept as reflected in the construction Contract Documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor's failure to perform work in accordance with the construction Contract Documents.

5. For this agreement only, construction sites include places of manufacture for pre-cast concrete bridge girders incorporated into the construction work.
6. CONSULTANT's services listed below will be provided in accordance with applicable guidelines from the current versions (as of execution of this supplement) of the WSDOT Construction Manual and the WSDOT Local Agency Guidelines (LAG) Manual.
7. The CITY will contract with and manage an independent firm to perform materials testing, sampling, and quality control services for the project.
8. No Contractor-furnished traffic control plans are anticipated for this work.
9. Contract Documents refer to the construction contract documents between the CITY and the Contractor. These documents include the project plans, specifications, change orders,

addendums, bid proposal package and other documents such as the geotechnical report, permitting documents, CITY and WSDOT Standard Plans included by reference.

10. The authority of the Engineer, as described in Section 1-05 Authority of the Engineer in the Contract Documents, shall rest entirely with the CITY.

11. The City will provide a Construction Manager who will be responsible for overall management and administration of the construction project, including, but not limited to:

a. Pre-Construction Administration

- i. Compile bidder's checklist and bid tabulations for all submitting contractors.
- ii. Perform verifications of the low bidder's qualifications and licensure as required.
- iii. Evaluate the bids and prepare a recommendation of award letter and coordinate with CITY Council to execute the award.
- iv. Coordinate the pre-bid meeting date, time and location, and will send out calendar and/or email invites to attendees.
- v. Coordinate the pre-construction meeting date, time and location, and will send out calendar and/or email invites to attendees.
- vi. Develop and distribute a project team and stakeholders communications list and protocol to include the project key contacts.
- vii. Develop a standard weekly Construction Meeting Agenda to be used throughout the project.
- viii. Take existing site conditions photos and create a log.
- ix. Coordinate with Contractor and utility purveyors to coordinate work to be self-performed by Utilities, owner-furnished materials, and other logistics as required by the contract documents.
- x. Develop and furnish logs, forms and templates

b. Construction Administration

- i. Developing and maintaining construction logs as identified in Task 1.2
- ii. Receive, log and facilitate letters and notices from the Contractor concerning claims or disputes between the Contractor and the CITY. The CITY will issue all decisions on Contractor claims or disputes.
- iii. Issue field directives and/or corrective action memorandums as required.

c. Materials

- i. Coordinate with the materials testing subconsultant to assist with approval codes on Contractor submitted RAMs.
- ii. Document Contractor adherence to the ROM and notify Contractor of nonconformance.

- iii. Receive field documents and photographs from Inspector as they verify that all material delivered to the site is according to approved RAMs
 - iv. Gather and file WSDOT Qualified Product Lists (QPLs) from the Inspectors and note pertinent information on the Record of Material (ROM).
 - v. Collect material testing reports (see Task 600) from materials testing subconsultant, review test reports against the contract requirements and inform the Contractor of any contract deficiencies.
 - vi. Coordinate with the Contractor to rectify failed material placement issues and coordinate re-testing of failed locations with materials testing subconsultant.
 - vii. Collect material testing reports from materials testing subconsultant and place reports in ROM Item Folders and will collect and review for acceptance, ROM identified Manufacturer's Certificates of Compliance.
- d. Project Communication and Coordination
- i. Review the Contractor's initial schedule to establish a Critical Path baseline.
 - ii. Prepare weekly Statements of Working Days.
 - iii. Review Contractor's weekly "Look Ahead" and monthly schedule and compare with Contractor's approved Type B Baseline Schedule.
 - iv. Prepare coordination meeting agendas, run the coordination meetings, and provide notes to meeting attendees.
 - v. Maintain hard copy and electronic files.
 - vi. Review, facilitate corrections or edits, and initial completed Inspector Daily Reports and perform quality checks on Inspectors Field Note Records.
 - vii. Assist the CITY in monitoring Contractor's permit responsibilities as identified in the contract documents.
- e. Stakeholder and Public Coordination
- i. Lead communications efforts with the general public, utilities and other stakeholders with assistance from the CONSULTANT.
- f. Change Orders
- i. Perform Change Management to include tracking Case Log issues, Minor Changes, Force Account, reviewing Contractor notifications of differing site conditions under 1-04.4 Changes, review letters and notices and discussions with the Contractor to understand the claim and/or dispute. The CONSULTANT RE will advise the CITY as to the appropriate action(s) that may be taken by CITY.
 - ii. Prepare Change Order write ups, justifications and negotiate as required.

g. Progress Payments

- i. Maintain Material on Hand pay requests and log.
- ii. Tracking payments for Force Account work.
- iii. Prepare monthly progress pay estimates based upon Inspector Field Note Records.

h. Record Drawings

- i. Maintain a set of Record Drawings that Inspectors update as the project is constructed. This set is independent of the Contractor's required record drawing set.

i. Construction Observation

- i. Provide construction observation services for all non-bridge related construction.

j. Project Closeout

- i. Issue substantial and physical completion letters.
- ii. Conduct punchlist walk-throughs
- iii. The CITY will produce final pay note documentation.
- iv. The CITY will archive hard copy files.
- v. It is assumed that the CITY takes over total responsibilities of all inspection and administrative duties for the plant establishment period as described in Special Provision 8-02.3(13) Plant Establishment.

Based on the above assumptions and under this project, CONSULTANT will provide to the CITY the scope of services as specified herein. The PROJECT scope of work includes the following tasks:

- Task CM.1: Project Management and Coordination
- Task CM.2: Construction Management Services
- Task CM.3: Office Engineering Support
- Task CM.4: Construction Observation
- Task CM.5: Project Closeout
- Task CM.6: Additional Services

CM.1. PROJECT MANAGEMENT & COORDINATION

CONSULTANT will provide project management and coordination with the City. A total time of sixteen (16) months is assumed to be the duration for this work. Project management services include:

- Staffing and management
- Subconsultant contracting, management and coordination

- Management of budget and schedule
- Monthly progress reports and invoices (The progress report/invoice will identify the work performed for that period, major decisions, schedule, and budget status.
- Routine communication and coordination with the City.

Task CM.1 Assumptions:

- ✦ Only one (1) subconsultant, the Berger Partnership is anticipated. The Berger Partnership will provide services related to landscape architecture components of the construction project.

Task CM.1 Deliverables:

- ✦ Monthly Progress Report and Invoicing

CM.2. CONSTRUCTION MANAGEMENT SERVICES

2.1. Pre-Construction Management Services

2.1.1. Design to Construction Transition Meetings

The CONSULTANT will attend two (2) meetings with CITY PM to coordinate processes the CM team will follow to implement the project's construction phase.

The general meeting content will include project transition from design to construction, team roles and responsibilities, communication protocols, summary of contractor schedule responsibilities, contract documents, project documentation, field inspection, administration, submittals and material control, change management, request for information, testing, stakeholder meetings, agency permits, work on private property, construction commitments, public information, traffic control, safety and security, quality and risk management.

2.1.2. Pre-Construction Conference

The CONSULTANT will prepare a pre-construction meeting agenda and coordinate it with the CITY. The CONSULTANT will coordinate with the CITY to identify required attendees for the pre-construction meeting.

The pre-construction meeting will be attended by CONSULTANT's project manager, senior bridge engineer and inspector.

The CONSULTANT will attend and conduct the pre-construction meeting in conjunction with the CITY.

The CONSULTANT will record notes and provide draft notes for CITY revision and distribution to attendees.

2.1.3. Establish Document Management System

The CITY is responsible for developing and coordinating with the CONSULTANT the procedures for managing, tracking and storing project documentation between the Contractor and CM Team produced during the Construction and Closeout phases of the project.

The CITY will provide project document templates for the CONSULTANT to use. The CITY will furnish the following logs:

- Submittals
- RFI
- Field Directives/Corrective Actions
- Design Changes/Clarifications
- Change Order
- Sub-Contractors
- Materials on Hand
- Force Account
- Minor Changes
- Material Testing Reports
- Request for Approval of Materials (RAM)

The CITY will prepare and furnish to the CONSULTANT the following templates:

- Bid tabs
- Field Note Records
- Estimate Ledgers
- Estimates
- Materials on Hand
- Forecasted Cost to Complete
- Weekly Statement of Working Days
- Field Note Records
- Change Orders
- Change Order Justifications

The CONSULTANT will develop electronic file structure on CONSULTANT servers to manage CONSULTANT project files.

2.1.4. Type B Schedule

The CITY will be responsible for reviewing the Contractor's initial schedule. The CONSULTANT will assist the City in reviewing the Contractor's initial Type B schedule and provide comments.

Task 2.1 Assumptions:

- ✦ The CITY will compile bidder's checklist and bid tabulations for all submitting contractors.
- ✦ The CITY will perform verifications of the low bidder's qualifications and licensure as required.
- ✦ The CITY will evaluate the bids and prepare a recommendation of award letter and coordinate with CITY Council to execute the award.
- ✦ It is assumed that the CITY will coordinate the pre-bid meeting date, time and location, and will send out calendar and/or email invites to attendees.
- ✦ It is assumed that the CITY will coordinate the pre-construction meeting date, time and location, and will send out calendar and/or email invites to attendees.
- ✦ The CITY will develop and distribute a project team and stakeholders communications list to include the project key contacts.
- ✦ The CITY will develop a standard weekly Construction Meeting Agenda to be used throughout the project.
- ✦ The CITY is responsible for coordination with Contractor and utility purveyors to coordinate work to be self-performed by Utilities, owner-furnished materials, and other logistics as required by the contract documents.
- ✦ The CITY is responsible for establishing Contractor progress payment procedure and timelines.
- ✦ Logs, forms and templates will be developed and furnished by the CITY

Task 2.1 Deliverables:

- ✦ Pre-Construction Meeting Agenda and Notes
- ✦ Review Comments on Contractor's Type B Schedule

2.2. CM Support During Construction

The CONSULTANT will provide supplemental services in coordinating the site activities, administering the contract for construction, monitoring the Contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

2.2.1. Field Instructions and Orders

THE CONSULTANT will assist the City when requested to issue field instructions, orders or similar documents during construction as provided in the contract for construction within the budget available for this task.

2.2.2. Coordinate/Review Changes

The City will receive and review all proposed changes for the work. As requested by the City, CONSULTANT will assist the City with recommendations for City negotiations of the

Contractor's change proposal, or with recommendations regarding the change's compliance with the design intent. The City will negotiate the requested changes and prepare change order documents.

Task 2.2 Deliverables:

- ✦ Provide review and recommendations for field directives, minor changes and/or change orders

CM.3. OFFICE ENGINEERING SUPPORT

3.1. Submittals

CONSULTANT will review shop drawings, samples, and submittals for conformance with the design concept and compliance with the requirements of the plans and specifications for construction.

The City will require the Contractor to submit these items as required by the construction contract, the LAG Manual and the Construction Manual.

The City will log and track shop drawings, samples, and submittals. The City will distribute copies to CONSULTANT and will copy and distribute submittals back to the Contractor after CONSULTANT's review.

CONSULTANT will review submittals and return one marked-up copy with comments to the City for copying and distribution to the Contractor. Submittals will be transmitted electronically in Adobe Acrobat (.pdf) format.

CONSULTANT will review submittals provided by the Contractor and / or its subcontractors and material suppliers for general conformance with design concept and the information contained in the Contract Documents. This review shall not include review of the accuracy and completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means and methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. CONSULTANT's review and approval or acceptance of the submittal shall not relieve the Contractor of its duties under the Contract Documents.

3.2. Requests for Information

CONSULTANT will review the Contractor's requests for information (RFI) or clarification of the plans and specifications for construction. CONSULTANT will coordinate such review with the design team and with the City as appropriate.

The City will coordinate and issue responses to the RFIs and will log and track the Contractor's RFIs.

CONSULTANT will assist the City in reviewing and responding to the Contractor's requests for substitution of materials and equipment. At the City's request, CONSULTANT will review and advise the City as to the acceptability of such substitutions.

3.3. Change Orders

The CONSULTANT will assist the CITY with Change Orders. Assistance will include preparing drawing and specification revisions for change orders. Assume 2 Change Orders will require CONSULTANT review and recommendations.

Task CM.3 Assumptions:

- ✦ Assistance for up to twenty five (25) RFI responses. Assume 4 hours per response. $25 \text{ RFI} * 4 \text{ HR per response} = 100 \text{ hours}$.
- ✦ Assistance for up to eighty five (85) Submittal Reviews. Assume average of 4 hours per review. $85 \text{ Submittals} * 4 \text{ HR per review} = 340 \text{ hours}$
- ✦ Assistance to review and consider CITY and/or Contractor change requests/orders. Assume up to six (6) change orders. $6 * 16 \text{ HR} = 96 \text{ hours}$

Task CM.3 Deliverables:

- ✦ Review of up to thirty (25) RFI's
- ✦ Review of up to one hundred (85) Submittals
- ✦ Support for up to two (6) Change Orders

CM.4. CONSTRUCTION OBSERVATION

4.1. Bridge Related Construction Observation

The CONSULTANT will provide part-time observation of the bridge-related demolition and construction. CONSULTANT observation will be limited to an average of 80% of full time, or 32-hours per week over the 40 week assumed duration of the bridge-related demolition and construction work. The CITY CM will provide observation of the project in the CONSULTANT inspector's absence.

When the CONSULTANT is on-site, the CONSULTANT will:

- Monitor the Contractor's activities, produce Inspector Daily Reports, Field Note Records, verify that material delivered to the site is in Contract compliance and assist with the coordination with stakeholders to include the Contractor, City's materials testing consultant, Fire and Police Departments, Parks Department, School Districts, businesses, residents and traveling public.
- Observe Contractor's work and document that the project is built according to the Contract Documents.
- Prepare and submit Field Note Records for payment.

- Monitor the Contractor's traffic and pedestrian movement control procedures and implementation of the approved control plans which could include notification to the Contractor on deficiencies that require correction.
- Monitor the Contractor's temporary erosion and sediment control procedures and systems and provide recommendations.
- Provide Inspector Daily Reports.
- Produce Ticket Tabulations for items paid for by the Ton.
- Take project construction photos as work progresses and place in project file.
- Stay current with the material testing and RAM logs. Coordinate material testing with CITY's material testing consultant, as required under the ROM and Contract.
- Verify that materials delivered to the project is according to approved RAMs.
- Assist the City's CM to maintain a set of Field Record Drawings that are updated as the project is constructed. This set is independent of the Contractor's required record drawing set and will consist of a red-line markup of a hardcopy of the contract documents.

The CONSULTANT will coordinate with on-site WSDOT inspector at pre-cast facility to perform quality control and inspection services required by the Contract Documents for the manufacture of the precast concrete girders.

4.2. Coordination and Management

The CONSULTANT inspector will attend up to forty eight (48) coordination meetings and provide input to weekly meeting agendas. CONSULTANT engineering staff will attend up to twelve (12) coordination meetings (assume one person per meeting).

The CONSULTANT will work with the CITY's CM and coordinate with utilities.

The CONSULTANT will monitor the Contractor's compliance with project permits as identified in the Contract Documents.

4.3. Shaft Pre-Construction Conference

CONSULTANT will attend a separate shaft pre-construction conference at the project site to discuss the proposed shaft construction procedures, personnel, equipment to be used, and other elements of the approved shaft installation plan in accordance with the specifications. CONSULTANT will take minutes and may otherwise record the results of this conference.

It is assumed that the shaft pre-construction conference will be attended by CONSULTANT's project manager, senior bridge engineer, geotechnical engineer, and inspector.

4.4. Technical Field Observation – Foundation, Structures and Amenities

CONSULTANT will provide technical specialists to provide observation of the contractor's work specifically related to the bridge foundation, bridge structure, retaining walls, and amenities for this project. The scope and budget assumes the following:

- Up to five (5) days of structural field support.
- Up to twenty (20) days of geotechnical field support to observe the ten (10) 3-foot diameter drilled shafts (2 days per shaft).
- Up to two (2) days of landscape consultant field support to observe the bridge amenities.

CONSULTANT will coordinate with the City's inspector regarding any issues that need to be discussed or addressed, and CONSULTANT will not provide direction or recommendations directly to the Contractor. CONSULTANT will provide field observation notes.

Task CM.4 Assumptions:

- ✦ A working day is assumed up to an average of eight (8) hours per day for the Inspector. A total of forty weeks is assumed for the bridge demolition and construction duration. During this time, the inspector will average 32 hours per week on the project.
- ✦ No overtime for CONSULTANT inspector is included.
- ✦ The CITY CM will provide observation of all non-bridge-related construction and will provide bridge related observation in the absence of CONSULTANT inspector.
- ✦ If work is suspended, it is assumed that the CONSULTANT inspector will not be required during the suspension.
- ✦ It is assumed that the CITY will coordinate the shaft pre-construction conference date, time and location, and will send out calendar and/or email invites to attendees. The CONSULTANT will help prepare the meeting agenda and notes.
- ✦ Girder inspections are assumed to occur in Spokane at the manufacturer site. Assume on-site WSDOT personnel will provide inspection and approval and CONSULTANT will conduct one (1) visit for verification.

Task CM.4 Deliverables:

- ✦ Inspection Field Note Records for Payment
- ✦ Inspection Daily Reports
- ✦ Weight Tickets
- ✦ Construction Photos
- ✦ Input to Weekly Meeting Agendas
- ✦ Assistance with Maintaining Field Record Drawings (red-line markups of hardcopy)
- ✦ Girder Inspection
- ✦ Coordination with Material's Testing Firm
- ✦ Shaft Pre-Construction Conference Agenda and Notes
- ✦ Foundation Construction – Observation and Notes

CM.5. PROJECT CLOSEOUT

The CONSULTANT will assist the CITY with the close-out of the project. It is assumed that the Contractor will be completed with punch list work and missing documentation within three (3) months of Substantial Completion.

5.1. Substantial and Physical Completion

The CONSULTANT will conduct resolution meetings with the Contractor. Assume up to three close out meetings negotiating close out change order(s), missing documentation, and final quantities for up to three (3) CONSULTANT staff.

The CONSULTANT will prepare, monitor and update project punch list.

The CONSULTANT will provide verification of completeness of ROM.

The CONSULTANT will provide verification of completeness of punch list work.

The CITY will prepare and issue substantial and physical completion letters. The CITY will issue physical completion Letter when all issues are resolved, the final estimate is signed by Contractor and CITY and closure with the Department of Labor and Industries is verified.

Task CM.6 Assumptions:

- ✦ The CITY will produce final pay note documentation.
- ✦ The CITY will archive hard copy files.
- ✦ It is assumed that the CITY takes over total responsibilities of all inspection and administrative duties for the plant establishment period as described in Special Provision 8-02.3(13) Plant Establishment.

Task CM.6 Deliverables:

- ✦ Project Punch List
- ✦ Project ROM Verification

CM.6. ADDITIONAL SERVICES

The following services will be provided by the CONSULTANT upon written authorization of the CITY and agreement on compensation with the CONSULTANT. An amendment to the contract will serve as written authorization.

- Services necessary due to the default of the Contractor
- Review select letters and notices and will advise the City regarding the Contractor's compliance with the contract requirements for claims and disputes.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Provide cultural resources monitoring during excavations.
- Prepare record drawings from field redlines.

- Perform LRFR load rating calculations for the new Howard Street South Channel Bridge.
- Perform miscellaneous and supplemental services related to the project as requested by the CITY.

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

Exhibit B: Fee Determination Summary

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	144		\$ 70.57		\$10,162.08
Senior QC Engineer	0		\$ 79.17		\$0.00
Lead Bridge Engineer	122		\$ 70.13		\$8,555.86
Bridge Structural Engineer	208		\$ 57.57		\$11,974.56
Bridge Inspector	300		\$ 51.48		\$15,444.00
Senior Civil/Electrical Engineer	70		\$ 55.46		\$3,882.20
Civil/Electrical Engineer	1150		\$ 42.84		\$49,266.00
Lead Geotechnical Engineer	184		\$ 45.18		\$8,313.12
Senior CADD Designer/Technician	16		\$ 40.97		\$655.52
Junior CADD Designer/Technician	48		\$ 21.10		\$1,012.80
Project Accountant / Controls / Procurement	40		\$ 37.36		\$1,494.40
Project Administrative	148		\$ 25.20		\$3,729.60
Total Hrs.	2430				\$114,490.14

Direct Labor Cost **\$114,490.14**

Direct Labor Escalation Cost (estimated)

2017 (50% Labor) 4.0% **\$2,289.80**

Total Direct Labor Cost **\$116,779.94**

Overhead Cost @ 107.07% of Direct Labor **\$125,036.28**

Fixed Fee @ 31.0% of Direct Labor **\$36,201.78**

Total Overhead & Fixed Fee Cost **\$161,238.07**

Total Direct Labor Cost **\$278,018.01**

Reimburseables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	21 days @	\$75 /day	\$1,575.00
Lodging	22 days @	\$130 /day	\$2,860.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	8	\$375 /Trip	\$3,000.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	22	\$15 /day	\$330.00
Per Diem	27 days @	\$75 /day	\$2,025.00
Survey Equipment	0	\$140.00	\$0.00
Health & Safety	184	\$1.10	\$202.40
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$9,992.40

Subcontracts **Cost**
The Berger Partnership \$8,700.00

Subtotal **\$8,700.00**

Total (rounded) **\$296,508**

Project Summary By Task
City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

Task	CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimbursables	Overall Total
CM.1 Project Management and Coordination	188	\$24,584	\$0	\$0	\$24,584
CM.2 Construction Management Services	158	\$21,472	\$0	\$1,283	\$22,737
CM.3 Office Engineering Support	536	\$60,754	\$6,000	\$0	\$66,754
CM.4 Construction Observation	1524	\$168,494	\$1,800	\$8,710	\$179,004
CM.5 Project Closeout	24	\$2,713	\$900	\$0	\$3,613
Total	2,430	\$278,018	\$8,700	\$9,992	\$296,508

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

CM.1 Project Management and Coordination

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	108		\$ 70.57		\$7,621.56
Senior QC Engineer	0		\$ 79.17		\$0.00
Lead Bridge Engineer	0		\$ 70.13		\$0.00
Bridge Structural Engineer	0		\$ 57.57		\$0.00
Bridge Inspector	0		\$ 51.48		\$0.00
Senior Civil/Electrical Engineer	0		\$ 55.46		\$0.00
Civil/Electrical Engineer	0		\$ 42.84		\$0.00
Lead Geotechnical Engineer	0		\$ 45.18		\$0.00
Senior CADD Designer/Technician	0		\$ 40.97		\$0.00
Junior CADD Designer/Technician	0		\$ 21.10		\$0.00
Project Accountant / Controls / Procurement	40		\$ 37.36		\$1,494.40
Project Administrative	40		\$ 25.20		\$1,008.00
Total Hrs.	188				\$10,123.96

Direct Labor Cost **\$10,123.96**

Direct Labor Escalation Cost (estimated)
 2017 (50% Labor) 4.0% **\$202.48**

Total Direct Labor Cost **\$10,326.44**

Overhead Cost @ 107.07% of Direct Labor **\$11,056.52**
Fixed Fee @ 31.0% of Direct Labor **\$3,201.20**
Total Overhead & Fixed Fee Cost **\$14,257.71**

Total Direct Labor Cost **\$24,584.15**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$0.00

Subcontracts

	Cost
The Berger Partnership	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$0.00
Subtotal	\$0.00

Total **\$24,584.15**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

CM.2 Construction Management Services

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	12		\$ 70.57		\$846.84
Senior QC Engineer	0		\$ 79.17		\$0.00
Lead Bridge Engineer	52		\$ 70.13		\$3,646.76
Bridge Structural Engineer	4		\$ 57.57		\$230.28
Bridge Inspector	36		\$ 51.48		\$1,853.28
Senior Civil/Electrical Engineer	10		\$ 55.46		\$554.60
Civil/Electrical Engineer	16		\$ 42.84		\$685.44
Lead Geotechnical Engineer	16		\$ 45.18		\$722.88
Senior CADD Designer/Technician	0		\$ 40.97		\$0.00
Junior CADD Designer/Technician	0		\$ 21.10		\$0.00
Project Accountant / Controls / Procurement	0		\$ 37.36		\$0.00
Project Administrative	12		\$ 25.20		\$302.40
Total Hrs.	158				\$8,842.48

Direct Labor Cost **\$8,842.48**

Direct Labor Escalation Cost (estimated)
 2017 (50% Labor) 4.0% **\$176.85**

Total Direct Labor Cost **\$9,019.33**

Overhead Cost @ 107.07% of Direct Labor **\$9,657.00**
Fixed Fee @ 31.0% of Direct Labor **\$2,795.99**
Total Overhead & Fixed Fee Cost **\$12,452.99**

Total Direct Labor Cost **\$21,472.32**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	1 days @	\$75 /day	\$75.00
Lodging	2 days @	\$130 /day	\$260.00
Aerial Photographs	2 0	\$20	\$0.00
Transport (airfare, train, etc)	2	\$375 /Trip	\$750.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	2	\$15 /day	\$30.00
Per Diem	2 days @	\$75 /day	\$150.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	16	\$1.10	\$17.60
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<u>\$1,282.60</u>

Subcontracts **Cost**
 The Berger Partnership \$0.00
 Drilling Contractor \$0.00
 Coffman Engineers, Inc. \$0.00
Subtotal **\$1,282.60**

Total **\$22,737.32**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

CM.3 Office Engineering Support

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	12		\$ 70.57		\$846.84
Senior QC Engineer	0		\$ 79.17		\$0.00
Lead Bridge Engineer	52		\$ 70.13		\$3,646.76
Bridge Structural Engineer	164		\$ 57.57		\$9,441.48
Bridge Inspector	0		\$ 51.48		\$0.00
Senior Civil/Electrical Engineer	52		\$ 55.46		\$2,883.92
Civil/Electrical Engineer	96		\$ 42.84		\$4,112.64
Lead Geotechnical Engineer	0		\$ 45.18		\$0.00
Senior CADD Designer/Technician	16		\$ 40.97		\$655.52
Junior CADD Designer/Technician	48		\$ 21.10		\$1,012.80
Project Accountant / Controls / Procurement	0		\$ 37.36		\$0.00
Project Administrative	96		\$ 25.20		\$2,419.20
Total Hrs.	536				\$25,019.16

Direct Labor Cost **\$25,019.16**

Direct Labor Escalation Cost (estimated)
 2017 (50% Labor) 4.0% **\$500.38**

Total Direct Labor Cost **\$25,519.54**

Overhead Cost @ 107.07% of Direct Labor **\$27,323.77**
Fixed Fee @ 31.0% of Direct Labor **\$7,911.06**
Total Overhead & Fixed Fee Cost **\$35,234.83**

Total Direct Labor Cost **\$60,754.38**

Reimburseables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1.10	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<u>\$0.00</u>

Subcontracts **Cost**
 The Berger Partnership \$6,000.00
 Drilling Contractor \$0.00
 Coffman Engineers, Inc. \$0.00
\$6,000.00
Subtotal **\$6,000.00**

Total **\$66,754.38**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

CM.4 Construction Observation

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	12		\$ 70.57		\$846.84
Senior QC Engineer	0		\$ 79.17		\$0.00
Lead Bridge Engineer	16		\$ 70.13		\$1,122.08
Bridge Structural Engineer	40		\$ 57.57		\$2,302.80
Bridge Inspector	260		\$ 51.48		\$13,384.80
Senior Civil/Electrical Engineer	8		\$ 55.46		\$443.68
Civil/Electrical Engineer	1020		\$ 42.84		\$43,696.80
Lead Geotechnical Engineer	168		\$ 45.18		\$7,590.24
Senior CADD Designer/Technician	0		\$ 40.97		\$0.00
Junior CADD Designer/Technician	0		\$ 21.10		\$0.00
Project Accountant / Controls / Procurement	0		\$ 37.36		\$0.00
Project Administrative	0		\$ 25.20		\$0.00
Total Hrs.	1524				\$69,387.24

Direct Labor Cost **\$69,387.24**

Direct Labor Escalation Cost (estimated)
 2017 (50% Labor) 4.0% **\$1,387.74**

Total Direct Labor Cost **\$70,774.98**

Overhead Cost @ 107.07% of Direct Labor **\$75,778.78**
Fixed Fee @ 31.0% of Direct Labor **\$21,940.25**
Total Overhead & Fixed Fee Cost **\$97,719.02**

Total Direct Labor Cost **\$168,494.01**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	20 days @	\$75 /day	\$1,500.00
Lodging	20 days @	\$130 /day	\$2,600.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	6	\$375 /Trip	\$2,250.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	20	\$15 /day	\$300.00
Per Diem	25 days @	\$75 /day	\$1,875.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	168	\$1.10	\$184.80
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$8,709.80

Subcontracts

	Cost
The Berger Partnership	\$1,800.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$1,800.00

Subtotal **\$10,509.80**

Total **\$179,003.81**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #4

CM.5 Project Closeout

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	0		\$ 70.57		\$0.00
Senior QC Engineer	0		\$ 79.17		\$0.00
Lead Bridge Engineer	2		\$ 70.13		\$140.26
Bridge Structural Engineer	0		\$ 57.57		\$0.00
Bridge Inspector	4		\$ 51.48		\$205.92
Senior Civil/Electrical Engineer	0		\$ 55.46		\$0.00
Civil/Electrical Engineer	18		\$ 42.84		\$771.12
Lead Geotechnical Engineer	0		\$ 45.18		\$0.00
Senior CADD Designer/Technician	0		\$ 40.97		\$0.00
Junior CADD Designer/Technician	0		\$ 21.10		\$0.00
Project Accountant / Controls / Procurement	0		\$ 37.36		\$0.00
Project Administrative	0		\$ 25.20		\$0.00
Total Hrs.	24				\$1,117.30

Direct Labor Cost **\$1,117.30**

Direct Labor Escalation Cost (estimated)
 2017 (50% Labor) 4.0% **\$22.35**

Total Direct Labor Cost **\$1,139.65**

Overhead Cost @ 107.07% of Direct Labor **\$1,220.22**

Fixed Fee @ 31.0% of Direct Labor **\$353.29**

Total Overhead & Fixed Fee Cost **\$1,573.51**

Total Direct Labor Cost **\$2,713.16**

Reimburseables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1.10	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$0.00

Subcontracts

	Cost
The Berger Partnership	\$900.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$900.00
Subtotal	\$900.00

Total **\$3,613.16**

CITY OF SPOKANE

SOUTH CHANNEL BRIDGE REPLACEMENT PROJECT

Supplement #4

EXHIBIT A: SCOPE OF WORK

INTRODUCTION

On July 30th, 2014, CH2M HILL Engineers, Inc. (CONSULTANT) was selected to provide professional services for the South Channel Bridge Replacement Project (PROJECT).

This scope of work includes professional services to provide supplemental Construction Management (CM) services to the City of Spokane (CITY) related to the Howard Street South Channel Bridge Project. This work includes professional services to support the CITY with construction management, office engineering, construction observation, and closeout services for the project. The CONSULTANT will provide these services as defined below. These services are intended to assist the CITY to administer the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in general conformance with the construction Contract Documents, and assist the CITY in responding to events that occur during the construction.

The CITY may make or approve changes within the general scope of this agreement. If such changes affect CONSULTANT's cost of, or time required for, performance of the services, an equitable adjustment will be made through a written supplement to the agreement. The CONSULTANT will provide the CITY in writing of the occurrence of a change and an estimate of the cost impact. The CITY will provide written approval of the change. A ten (10) percent management reserve fund has been established for minor changes to the Scope of Work. Use of the management reserve fund requires written authorization of the CITY.

ASSUMPTIONS

1. This scope of work is premised on a Notice to Proceed date of approximately July 2016 with a sixteen (16) month project duration for construction engineering support activities. Deviations from the anticipated construction activities, schedule, or duration of construction will materially affect the scope of these services and CONSULTANT's compensation for the services, and will require an adjustment to CONSULTANT's compensation. CONSULTANT will not perform services beyond the agreed to contract scope without written authorization from the CITY.
2. The CITY will be responsible for the overall construction management of the project and to provide staff to perform the day-to-day construction management and administration.

3. The level of effort required to provide the services described herein is highly dependent on the experience and capabilities of both the CITY construction manager and the low-bid construction contractor awarded the project. Consequently, CONSULTANT has limited control over the number and types of field inquiries received and the corresponding level of effort required to respond to those inquiries. Therefore, the level of effort for all tasks is limited to the amount of labor and expenses as indicated in the attached fee itemization. Additional services beyond these limits will be provided as extra work.

4. CONSULTANT's Personnel at Construction Site.

The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction Contract Documents and that the integrity of the design concept as reflected in the construction Contract Documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor's failure to perform work in accordance with the construction Contract Documents.

5. For this agreement only, construction sites include places of manufacture for pre-cast concrete bridge girders incorporated into the construction work.
6. CONSULTANT's services listed below will be provided in accordance with applicable guidelines from the current versions (as of execution of this supplement) of the WSDOT Construction Manual and the WSDOT Local Agency Guidelines (LAG) Manual.
7. The CITY will contract with and manage an independent firm to perform materials testing, sampling, and quality control services for the project.
8. No Contractor-furnished traffic control plans are anticipated for this work.
9. Contract Documents refer to the construction contract documents between the CITY and the Contractor. These documents include the project plans, specifications, change orders,

addendums, bid proposal package and other documents such as the geotechnical report, permitting documents, CITY and WSDOT Standard Plans included by reference.

10. The authority of the Engineer, as described in Section 1-05 Authority of the Engineer in the Contract Documents, shall rest entirely with the CITY.

11. The City will provide a Construction Manager who will be responsible for overall management and administration of the construction project, including, but not limited to:

a. Pre-Construction Administration

- i. Compile bidder's checklist and bid tabulations for all submitting contractors.
- ii. Perform verifications of the low bidder's qualifications and licensure as required.
- iii. Evaluate the bids and prepare a recommendation of award letter and coordinate with CITY Council to execute the award.
- iv. Coordinate the pre-bid meeting date, time and location, and will send out calendar and/or email invites to attendees.
- v. Coordinate the pre-construction meeting date, time and location, and will send out calendar and/or email invites to attendees.
- vi. Develop and distribute a project team and stakeholders communications list and protocol to include the project key contacts.
- vii. Develop a standard weekly Construction Meeting Agenda to be used throughout the project.
- viii. Take existing site conditions photos and create a log.
- ix. Coordinate with Contractor and utility purveyors to coordinate work to be self-performed by Utilities, owner-furnished materials, and other logistics as required by the contract documents.
- x. Develop and furnish logs, forms and templates

b. Construction Administration

- i. Developing and maintaining construction logs as identified in Task 1.2
- ii. Receive, log and facilitate letters and notices from the Contractor concerning claims or disputes between the Contractor and the CITY. The CITY will issue all decisions on Contractor claims or disputes.
- iii. Issue field directives and/or corrective action memorandums as required.

c. Materials

- i. Coordinate with the materials testing subconsultant to assist with approval codes on Contractor submitted RAMs.
- ii. Document Contractor adherence to the ROM and notify Contractor of nonconformance.

- iii. Receive field documents and photographs from Inspector as they verify that all material delivered to the site is according to approved RAMs
 - iv. Gather and file WSDOT Qualified Product Lists (QPLs) from the Inspectors and note pertinent information on the Record of Material (ROM).
 - v. Collect material testing reports (see Task 600) from materials testing subconsultant, review test reports against the contract requirements and inform the Contractor of any contract deficiencies.
 - vi. Coordinate with the Contractor to rectify failed material placement issues and coordinate re-testing of failed locations with materials testing subconsultant.
 - vii. Collect material testing reports from materials testing subconsultant and place reports in ROM Item Folders and will collect and review for acceptance, ROM identified Manufacturer's Certificates of Compliance.
- d. Project Communication and Coordination
 - i. Review the Contractor's initial schedule to establish a Critical Path baseline.
 - ii. Prepare weekly Statements of Working Days.
 - iii. Review Contractor's weekly "Look Ahead" and monthly schedule and compare with Contractor's approved Type B Baseline Schedule.
 - iv. Prepare coordination meeting agendas, run the coordination meetings, and provide notes to meeting attendees.
 - v. Maintain hard copy and electronic files.
 - vi. Review, facilitate corrections or edits, and initial completed Inspector Daily Reports and perform quality checks on Inspectors Field Note Records.
 - vii. Assist the CITY in monitoring Contractor's permit responsibilities as identified in the contract documents.
- e. Stakeholder and Public Coordination
 - i. Lead communications efforts with the general public, utilities and other stakeholders with assistance from the CONSULTANT.
- f. Change Orders
 - i. Perform Change Management to include tracking Case Log issues, Minor Changes, Force Account, reviewing Contractor notifications of differing site conditions under 1-04.4 Changes, review letters and notices and discussions with the Contractor to understand the claim and/or dispute. The CONSULTANT RE will advise the CITY as to the appropriate action(s) that may be taken by CITY.
 - ii. Prepare Change Order write ups, justifications and negotiate as required.

g. Progress Payments

- i. Maintain Material on Hand pay requests and log.
- ii. Tracking payments for Force Account work.
- iii. Prepare monthly progress pay estimates based upon Inspector Field Note Records.

h. Record Drawings

- i. Maintain a set of Record Drawings that Inspectors update as the project is constructed. This set is independent of the Contractor's required record drawing set.

i. Construction Observation

- i. Provide construction observation services for all non-bridge related construction.

j. Project Closeout

- i. Issue substantial and physical completion letters.
- ii. Conduct punchlist walk-throughs
- iii. The CITY will produce final pay note documentation.
- iv. The CITY will archive hard copy files.
- v. It is assumed that the CITY takes over total responsibilities of all inspection and administrative duties for the plant establishment period as described in Special Provision 8-02.3(13) Plant Establishment.

Based on the above assumptions and under this project, CONSULTANT will provide to the CITY the scope of services as specified herein. The PROJECT scope of work includes the following tasks:

- Task CM.1: Project Management and Coordination
- Task CM.2: Construction Management Services
- Task CM.3: Office Engineering Support
- Task CM.4: Construction Observation
- Task CM.5: Project Closeout
- Task CM.6: Additional Services

CM.1. PROJECT MANAGEMENT & COORDINATION

CONSULTANT will provide project management and coordination with the City. A total time of sixteen (16) months is assumed to be the duration for this work. Project management services include:

- Staffing and management
- Subconsultant contracting, management and coordination

- Management of budget and schedule
- Monthly progress reports and invoices (The progress report/invoice will identify the work performed for that period, major decisions, schedule, and budget status.
- Routine communication and coordination with the City.

Task CM.1 Assumptions:

- ✦ Only one (1) subconsultant, the Berger Partnership is anticipated. The Berger Partnership will provide services related to landscape architecture components of the construction project.

Task CM.1 Deliverables:

- ✦ Monthly Progress Report and Invoicing

CM.2. CONSTRUCTION MANAGEMENT SERVICES

2.1. Pre-Construction Management Services

2.1.1. Design to Construction Transition Meetings

The CONSULTANT will attend two (2) meetings with CITY PM to coordinate processes the CM team will follow to implement the project's construction phase.

The general meeting content will include project transition from design to construction, team roles and responsibilities, communication protocols, summary of contractor schedule responsibilities, contract documents, project documentation, field inspection, administration, submittals and material control, change management, request for information, testing, stakeholder meetings, agency permits, work on private property, construction commitments, public information, traffic control, safety and security, quality and risk management.

2.1.2. Pre-Construction Conference

The CONSULTANT will prepare a pre-construction meeting agenda and coordinate it with the CITY. The CONSULTANT will coordinate with the CITY to identify required attendees for the pre-construction meeting.

The pre-construction meeting will be attended by CONSULTANT's project manager, senior bridge engineer and inspector.

The CONSULTANT will attend and conduct the pre-construction meeting in conjunction with the CITY.

The CONSULTANT will record notes and provide draft notes for CITY revision and distribution to attendees.

2.1.3. Establish Document Management System

The CITY is responsible for developing and coordinating with the CONSULTANT the procedures for managing, tracking and storing project documentation between the Contractor and CM Team produced during the Construction and Closeout phases of the project.

The CITY will provide project document templates for the CONSULTANT to use. The CITY will furnish the following logs:

- Submittals
- RFI
- Field Directives/Corrective Actions
- Design Changes/Clarifications
- Change Order
- Sub-Contractors
- Materials on Hand
- Force Account
- Minor Changes
- Material Testing Reports
- Request for Approval of Materials (RAM)

The CITY will prepare and furnish to the CONSULTANT the following templates:

- Bid tabs
- Field Note Records
- Estimate Ledgers
- Estimates
- Materials on Hand
- Forecasted Cost to Complete
- Weekly Statement of Working Days
- Field Note Records
- Change Orders
- Change Order Justifications

The CONSULTANT will develop electronic file structure on CONSULTANT servers to manage CONSULTANT project files.

2.1.4. Type B Schedule

The CITY will be responsible for reviewing the Contractor's initial schedule. The CONSULTANT will assist the City in reviewing the Contractor's initial Type B schedule and provide comments.

Task 2.1 Assumptions:

- ✦ The CITY will compile bidder's checklist and bid tabulations for all submitting contractors.
- ✦ The CITY will perform verifications of the low bidder's qualifications and licensure as required.
- ✦ The CITY will evaluate the bids and prepare a recommendation of award letter and coordinate with CITY Council to execute the award.
- ✦ It is assumed that the CITY will coordinate the pre-bid meeting date, time and location, and will send out calendar and/or email invites to attendees.
- ✦ It is assumed that the CITY will coordinate the pre-construction meeting date, time and location, and will send out calendar and/or email invites to attendees.
- ✦ The CITY will develop and distribute a project team and stakeholders communications list to include the project key contacts.
- ✦ The CITY will develop a standard weekly Construction Meeting Agenda to be used throughout the project.
- ✦ The CITY is responsible for coordination with Contractor and utility purveyors to coordinate work to be self-performed by Utilities, owner-furnished materials, and other logistics as required by the contract documents.
- ✦ The CITY is responsible for establishing Contractor progress payment procedure and timelines.
- ✦ Logs, forms and templates will be developed and furnished by the CITY

Task 2.1 Deliverables:

- ✦ Pre-Construction Meeting Agenda and Notes
- ✦ Review Comments on Contractor's Type B Schedule

2.2. CM Support During Construction

The CONSULTANT will provide supplemental services in coordinating the site activities, administering the contract for construction, monitoring the Contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

2.2.1. Field Instructions and Orders

THE CONSULTANT will assist the City when requested to issue field instructions, orders or similar documents during construction as provided in the contract for construction within the budget available for this task.

2.2.2. Coordinate/Review Changes

The City will receive and review all proposed changes for the work. As requested by the City, CONSULTANT will assist the City with recommendations for City negotiations of the

Contractor's change proposal, or with recommendations regarding the change's compliance with the design intent. The City will negotiate the requested changes and prepare change order documents.

Task 2.2 Deliverables:

- ✦ Provide review and recommendations for field directives, minor changes and/or change orders

CM.3. OFFICE ENGINEERING SUPPORT

3.1. Submittals

CONSULTANT will review shop drawings, samples, and submittals for conformance with the design concept and compliance with the requirements of the plans and specifications for construction.

The City will require the Contractor to submit these items as required by the construction contract, the LAG Manual and the Construction Manual.

The City will log and track shop drawings, samples, and submittals. The City will distribute copies to CONSULTANT and will copy and distribute submittals back to the Contractor after CONSULTANT's review.

CONSULTANT will review submittals and return one marked-up copy with comments to the City for copying and distribution to the Contractor. Submittals will be transmitted electronically in Adobe Acrobat (.pdf) format.

CONSULTANT will review submittals provided by the Contractor and / or its subcontractors and material suppliers for general conformance with design concept and the information contained in the Contract Documents. This review shall not include review of the accuracy and completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means and methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. CONSULTANT's review and approval or acceptance of the submittal shall not relieve the Contractor of its duties under the Contract Documents.

3.2. Requests for Information

CONSULTANT will review the Contractor's requests for information (RFI) or clarification of the plans and specifications for construction. CONSULTANT will coordinate such review with the design team and with the City as appropriate.

The City will coordinate and issue responses to the RFIs and will log and track the Contractor's RFIs.

CONSULTANT will assist the City in reviewing and responding to the Contractor's requests for substitution of materials and equipment. At the City's request, CONSULTANT will review and advise the City as to the acceptability of such substitutions.

3.3. Change Orders

The CONSULTANT will assist the CITY with Change Orders. Assistance will include preparing drawing and specification revisions for change orders. Assume 2 Change Orders will require CONSULTANT review and recommendations.

Task CM.3 Assumptions:

- ✦ Assistance for up to twenty five (25) RFI responses. Assume 4 hours per response. 25 RFI * 4 HR per response = 100 hours.
- ✦ Assistance for up to eighty five (85) Submittal Reviews. Assume average of 4 hours per review. 85 Submittals * 4 HR per review = 340 hours
- ✦ Assistance to review and consider CITY and/or Contractor change requests/orders. Assume up to six (6) change orders. 6 * 16 HR = 96 hours

Task CM.3 Deliverables:

- ✦ Review of up to thirty (25) RFI's
- ✦ Review of up to one hundred (85) Submittals
- ✦ Support for up to two (6) Change Orders

CM.4. CONSTRUCTION OBSERVATION

4.1. Bridge Related Construction Observation

The CONSULTANT will provide part-time observation of the bridge-related demolition and construction. CONSULTANT observation will be limited to an average of 80% of full time, or 32-hours per week over the 40 week assumed duration of the bridge-related demolition and construction work. The CITY CM will provide observation of the project in the CONSULTANT inspector's absence.

When the CONSULTANT is on-site, the CONSULTANT will:

- Monitor the Contractor's activities, produce Inspector Daily Reports, Field Note Records, verify that material delivered to the site is in Contract compliance and assist with the coordination with stakeholders to include the Contractor, City's materials testing consultant, Fire and Police Departments, Parks Department, School Districts, businesses, residents and traveling public.
- Observe Contractor's work and document that the project is built according to the Contract Documents.
- Prepare and submit Field Note Records for payment.

- Monitor the Contractor's traffic and pedestrian movement control procedures and implementation of the approved control plans which could include notification to the Contractor on deficiencies that require correction.
- Monitor the Contractor's temporary erosion and sediment control procedures and systems and provide recommendations.
- Provide Inspector Daily Reports.
- Produce Ticket Tabulations for items paid for by the Ton.
- Take project construction photos as work progresses and place in project file.
- Stay current with the material testing and RAM logs. Coordinate material testing with CITY's material testing consultant, as required under the ROM and Contract.
- Verify that materials delivered to the project is according to approved RAMs.
- Assist the City's CM to maintain a set of Field Record Drawings that are updated as the project is constructed. This set is independent of the Contractor's required record drawing set and will consist of a red-line markup of a hardcopy of the contract documents.

The CONSULTANT will coordinate with on-site WSDOT inspector at pre-cast facility to perform quality control and inspection services required by the Contract Documents for the manufacture of the precast concrete girders.

4.2. Coordination and Management

The CONSULTANT inspector will attend up to forty eight (48) coordination meetings and provide input to weekly meeting agendas. CONSULTANT engineering staff will attend up to twelve (12) coordination meetings (assume one person per meeting).

The CONSULTANT will work with the CITY's CM and coordinate with utilities.

The CONSULTANT will monitor the Contractor's compliance with project permits as identified in the Contract Documents.

4.3. Shaft Pre-Construction Conference

CONSULTANT will attend a separate shaft pre-construction conference at the project site to discuss the proposed shaft construction procedures, personnel, equipment to be used, and other elements of the approved shaft installation plan in accordance with the specifications. CONSULTANT will take minutes and may otherwise record the results of this conference.

It is assumed that the shaft pre-construction conference will be attended by CONSULTANT's project manager, senior bridge engineer, geotechnical engineer, and inspector.

4.4. Technical Field Observation – Foundation, Structures and Amenities

CONSULTANT will provide technical specialists to provide observation of the contractor's work specifically related to the bridge foundation, bridge structure, retaining walls, and amenities for this project. The scope and budget assumes the following:

- Up to five (5) days of structural field support.
- Up to twenty (20) days of geotechnical field support to observe the ten (10) 3-foot diameter drilled shafts (2 days per shaft).
- Up to two (2) days of landscape consultant field support to observe the bridge amenities.

CONSULTANT will coordinate with the City's inspector regarding any issues that need to be discussed or addressed, and CONSULTANT will not provide direction or recommendations directly to the Contractor. CONSULTANT will provide field observation notes.

Task CM.4 Assumptions:

- ✦ A working day is assumed up to an average of eight (8) hours per day for the Inspector. A total of forty weeks is assumed for the bridge demolition and construction duration. During this time, the inspector will average 32 hours per week on the project.
- ✦ No overtime for CONSULTANT inspector is included.
- ✦ The CITY CM will provide observation of all non-bridge-related construction and will provide bridge related observation in the absence of CONSULTANT inspector.
- ✦ If work is suspended, it is assumed that the CONSULTANT inspector will not be required during the suspension.
- ✦ It is assumed that the CITY will coordinate the shaft pre-construction conference date, time and location, and will send out calendar and/or email invites to attendees. The CONSULTANT will help prepare the meeting agenda and notes.
- ✦ Girder inspections are assumed to occur in Spokane at the manufacturer site. Assume on-site WSDOT personnel will provide inspection and approval and CONSULTANT will conduct one (1) visit for verification.

Task CM.4 Deliverables:

- ✦ Inspection Field Note Records for Payment
- ✦ Inspection Daily Reports
- ✦ Weight Tickets
- ✦ Construction Photos
- ✦ Input to Weekly Meeting Agendas
- ✦ Assistance with Maintaining Field Record Drawings (red-line markups of hardcopy)
- ✦ Girder Inspection
- ✦ Coordination with Material's Testing Firm
- ✦ Shaft Pre-Construction Conference Agenda and Notes
- ✦ Foundation Construction – Observation and Notes

CM.5. PROJECT CLOSEOUT

The CONSULTANT will assist the CITY with the close-out of the project. It is assumed that the Contractor will be completed with punch list work and missing documentation within three (3) months of Substantial Completion.

5.1. Substantial and Physical Completion

The CONSULTANT will conduct resolution meetings with the Contractor. Assume up to three close out meetings negotiating close out change order(s), missing documentation, and final quantities for up to three (3) CONSULTANT staff.

The CONSULTANT will prepare, monitor and update project punch list.

The CONSULTANT will provide verification of completeness of ROM.

The CONSULTANT will provide verification of completeness of punch list work.

The CITY will prepare and issue substantial and physical completion letters. The CITY will issue physical completion Letter when all issues are resolved, the final estimate is signed by Contractor and CITY and closure with the Department of Labor and Industries is verified.

Task CM.6 Assumptions:

- ✦ The CITY will produce final pay note documentation.
- ✦ The CITY will archive hard copy files.
- ✦ It is assumed that the CITY takes over total responsibilities of all inspection and administrative duties for the plant establishment period as described in Special Provision 8-02.3(13) Plant Establishment.

Task CM.6 Deliverables:

- ✦ Project Punch List
- ✦ Project ROM Verification

CM.6. ADDITIONAL SERVICES

The following services will be provided by the CONSULTANT upon written authorization of the CITY and agreement on compensation with the CONSULTANT. An amendment to the contract will serve as written authorization.

- Services necessary due to the default of the Contractor
- Review select letters and notices and will advise the City regarding the Contractor's compliance with the contract requirements for claims and disputes.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Provide cultural resources monitoring during excavations.
- Prepare record drawings from field redlines.

- Perform LRFR load rating calculations for the new Howard Street South Channel Bridge.
- Perform miscellaneous and supplemental services related to the project as requested by the CITY.

City of Spokane Parks and Recreation 2017 Proposed Budget Guidelines

Based on budget guidelines approved by the finance committee, other board committees will provide staff preferences and priorities early and consistently.

Committee priorities and preferences are expected to:

- Reflect capital outlay, services, etc. that best meet Park & Recreation goals and objectives.
- Adjust historic norms for revenue generation and expenditures to reflect RFP Redevelopment projects.
- Leverage opportunities as much as possible with partner organizations to share services and resources.
- Seek cost recovery as feasible.
- Consider marketing and other sponsorship opportunities that may generate additional revenue.
- Continue to identify projects/services that provide savings and/or net revenue enhancement, e.g. irrigation systems, recreation leagues, information technology, etc.
- Consider all costs for administration and overhead when assessing cost of providing fee based services.
- Look for opportunities to redirect funding, like the admissions tax, back to support Parks.

Wages/Salaries/Benefits, inclusive of temp seasonal, with a range of 45% to 50% of total expenditures.

- Encourage use of vacation time during year earned.

2017 beginning fund balance (reserves) to be no less than 7% of total expenditures from Current Year Net Op. Budget.

2017 beginning fund balance in excess of 7% total reserve to be applied as follows:

- Funds beyond reserves and stabilization fund may, with board approval, be allocated toward a one- time expenditure, e.g. capital project or contribution to combined fleet/equipment replacement cumulative reserve account.

Golf committee will continue to work toward a 7% of expenditures fund balance reserve.

Develop 2017 through 2021 Revenue & Expense Model.



Briefing Paper

2016 Arborist Services Contract for Riverfront Park Redevelopment Project

WHY

- Appraised asset value of 223 trees within the 2016 scope of work is \$1,185,060.
- SMC 12.02.914 Tree Protection, Conservation and Preservation requires protection of the public tree asset – *“All street and public trees near any excavation, demolition, or construction of any building, structure, street, or utility work must be sufficiently guarded and protected by those responsible for such work as to minimize potential injury to said trees and to maximize their chance for survival. When street and public trees are near the project, any construction permits issued by the City must be approved by the director, who may require protective measures as specified in the Arboricultural Manual.”*

WHAT

- Summary of tasks within 2016 scope of work, permit #16-073:
Prune – 51 trees, Remove – 104, Root Treatment – 55, Tree Protection Zone – 116
- Vegetative Maintenance contract: Unit Pricing and a Not-to-Exceed limit of \$125,000. (Of the three proposals submitted, this firm’s cost proposal was the middle value.)
- This contract is standard and typical of those used by multiple City departments on dozens of construction projects each year, all with Urban Forestry oversight.
- A separate contract between the City and the Arborist has proven to be more effective than subcontracting through the general construction contractor.
Same arborist contractors with the same pricing, but:
 - More direct oversight of work performance by staff.
 - Lower incidence of specification issues and communication gaps.
 - Lower incidence of non-performance of specified tasks.
 - Lower incidence of major tree protection failures.

WHO

- Northwest Plant Health Care, Inc. was selected unanimously by the RFP evaluation committee. (Please see the firm’s submitted proposal attached to the draft contract.)

WHERE

- Recreational Rink/Gondola Meadow, South Howard St Bridge/Rotary Fountain, Construction Access Road/South Theme Stream, and Staging Area/Sister Cities Garden

WHEN

- Contract term: June 15 – December 31, 2016.
- Performance of work: Pruning and Removal to be completed before general construction start, estimated less than 10 working days. Root Treatments as needed to be coordinated with general contractor and construction schedule. TPZ installed as needed and coordinated with general contractor. (TPZ items may be performed by general contractor rather than arborist contractor if advantageous to the City.)

ACTION

- Staff recommends Approval of the arborist services contract to Northwest Plant Health Care, Inc., for the Riverfront Park Redevelopment project - \$125,000.

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and NORTHWEST PLANT HEALTH CARE, INC., whose address is P.O. Box 1978, Post Falls, Idaho, 83877, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of ARBORIST SERVICES FOR THE RIVERFRONT PARK REDEVELOPMENT PROJECT, described in the Attachment identified as the Contractor's 4.2 Letter of Submittal Proposal submitted to the City May 23, 2016, (attached hereto and made part of this Contract).

Contractor is solely responsible for any damage caused to City or private property during the services performed under this Contract.

2. CONTRACT TERM. The Contract shall begin upon mutual signatures and run until December 31, 2016, unless terminated earlier. Renewals or extensions of this Contract are possible for three (3) additional one (1) year terms, and shall be initiated at the discretion of the City and subject to mutual agreement.

3. COMPENSATION. The City shall pay the Contractor a maximum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00), not including taxes if applicable, as full compensation for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts set forth in the Contractor's 4.5 Cost Proposal – Page 16, for the actual quantities of Arborist Services performed and completed.

Four (4) one (1) year Extensions of this Contract are possible, and shall be initiated at the sole discretion of the City, subject to mutual agreement. Annual Compensation escalators shall be limited to a maximum increase of TWO AND 9 TENTHS PERCENT (2.9%), each year this Contract is extended after satisfactory completion of the initial Term.

4. TERMINATION. The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred up to the date of termination.

5. VEGETATIVE MAINTENANCE. The following vegetative maintenance requirements apply to the work under this Contract:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- B. A payment/performance bond is NOT required.
- C. Statutory retainage is NOT required.

6. PAYMENT. The Contractor will send its applications for payment to Parks & Recreation, c/o Urban Forestry, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201-3333. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

7. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

8. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- 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 \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
- i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor is solely responsible to repair, replace or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract.

10. 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.

11. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the

City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

12. 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.

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

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

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

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

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

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

19. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

NORTHWEST PLANT HEALTH CARE,
INC.

Email: _____

Telephone: _____

By: _____

Title: _____

Attachments that are part of this Contract:

Contractor's 4.2 Letter of Submittal Proposal submitted to the City, dated May 23, 2016

4.2 Letter of Submittal

May 23, 2016

To: The Riverfront Park Redevelopment Arborist Proposal Evaluation Committee – RFP#4261-16

It is with the utmost thoughtfulness and interest that we present this proposal for the Arborist Services portion of the Riverfront Park Redevelopment Project. The opportunity to work in Riverfront Park is a wonderful prospect. We understand the magnitude of this proposal as it presents the chance to leave behind an arboricultural legacy embedded into the heart of the urban forest in Spokane Washington. It is with this in mind that we present to you a comprehensive proposal for caring for the trees in Riverfront Park as set forth in the RFP. We humbly ask you to consider this Proposal as a natural progression in the quality work that NPHC Inc has performed for the city in the past 18 years.

In Care of Trees,



Joseph R. Zubaly

Northwest Plant Health Care Inc

Mailing Address:

PO Box 1978

Post Falls, Idaho 83877

Physical Address:

11120 East Empire Avenue

Spokane Valley, WA 99206

Office: 509-892-0110

Fax: 509-892-3818

jzubaly@northwestplanthealthcare.com

S Corporation

NPHC Inc will fully comply with all of the terms and conditions set forth in the RFP#4261-16.

No subcontractors.

President NPHC Inc

4.3 Technical Proposal

4.3.1 Project Approach and Methodology

Our project approach and methodology goes well beyond performing the highest quality tree care possible. When considering such a large public project in a sensitive and well travelled location there are several issues which we will need to address to accomplish this project in a smooth and efficient manner. First is safety.

The Safety of the park visitors and the crews performing the work is paramount. Our company is no stranger to putting safety first. We will work along with the City and Park personnel to provide a safe work zone not only for the park guests but also for the crew members. Our experience with other downtown, high pedestrian traffic projects gives us the foresight to know just how important it is to create physical barriers and sensible detours to pedestrian traffic. Working on the Convention Center project, we found that joggers, bikers and even moms with baby carriers would enter the work zone even when marked with signs, cones, caution tape and removable barriers. We realize that people are creatures of habit and will want to take the same route they took the morning before. To stop this intrusion into the work zone, we will use temporary chain link fence panels emblazoned with detour signs and additional signage to point the pedestrian traffic in the right direction. Essentially we will close off all access to our work site by using these fence panels in areas where it is possible for foot traffic to enter our work zone.

The cost of these panels and their placement will add to the cost of our work, but from our past experience we see this as a wonderful insurance policy that no one will enter the work zone.

Pedestrian Safety and Work site safety meetings will be held each morning at the specific work site. Site conditions and pedestrian control issues and the formulating of a plan to accomplish a safe work day will be executed each and every day with an approximate duration of 20 minutes. These meetings will be led by the on-site supervisor for the day and include the foreman and rest of the crew members working that day. These meetings will include an agenda and an overhead aerial map showing the plans for the day. Please see Appendix A for examples of these documents.

Any incidents with safety including near misses are to be reported immediately by NPHC foreman. This is done on an electronic device (ipad) with an internet connection and is immediately sent to the onsite supervisor's inbox. This all happens in real time. The onsite supervisor will know about the incident within several minutes. If it is deemed significant enough to bring to the attention of city officials we will do so immediately. Obviously any incidents that involve personal injury would rise to that level. An example of the electronic incident report form can be found in Appendix B.

Second is performing the highest quality arboricultural work. As the leader in the Inland Northwest in the employment and training of Certified Arborists, NPHC has the man power to put the most trained arborists on the job at one time to accomplish the work in an efficient and quality manner. Our workers are also the most safety conscious employees in the industry. Each employee is required to sign off on safety directives and goals as they are hired and progress in their training. All of the employees selected to work on the Riverfront Park project will have completed our Riverfront Park Onsite Safety Plan and have signed off on the various sections to denote their understanding and training in these areas. Please see Appendix C for a copy of this document.

The Arborists at NPHC Inc understand that their pruning cut is their signature. As such, only the highest quality pruning cuts are deemed acceptable. All work will be monitored by the onsite supervisor and only seasoned, skilled Certified Arborists will be allowed to make pruning cuts on the trees in the park. We know that all that we

do in the park next month will be on display for all to see and we take that responsibility seriously and at all times NPHC Inc works to further our reputation as the “Tree Care Experts”. The only work not being performed by a Certified Arborist is the clean-up operations, stump grinding and spreading of the wood chips into the Tree Protection Zones.

Lastly is the execution of the tree removals in an efficient and low key manner and in as short a period time as possible. We realize that there may be a significant amount of objection from the public and or media to the removal of any number of trees from the park grounds. We understand that our operations in the park may be viewed quite negatively and as such we must put an even more positive foot forward when dealing with the media and the public. We are fully prepared and up for this challenge.

We have gained a significant amount of experience in dealing with the public from our past work accomplishments. From working on the golf courses at Blackrock where decorum is the demeanor that wins the day to removing trees from the cemetery in between burial services for people who have had loved ones unearthed by the storm in November to working directly above the Centennial trail on the Convention Center project, this experience is invaluable when undertaking a project such as the tree removals in Riverfront Park. We understand how eye contact and a friendly word with a smile go a long way to bridge the gap between misunderstandings and mutual respect for each other. We will employ these people skills we have gained not only by the onsite supervisor but also at a crew level consistently throughout the project. NPHC employees are in logoed uniforms, wearing all of the proper personal protective equipment and are driving modern well maintained equipment all with the company logo. Image and professionalism is a tradition at NPHC Inc and it shows when the crew is onsite working.

Along with engaging the public in a positive manner, getting the job done quickly and efficiently will certainly help to ease that pain for many. Having a project that drags on into several weeks would not be good for anyone involved. This is where NPHC has a distinct advantage. We are ready and willing to dedicate our entire crew and fleet of equipment to accomplishing the pruning and removal portion of this project. We estimate that we can accomplish the pruning and removal portions of the project, if allowed to be on site consecutive days (not including weekends) in 6 working days. The pricing on the bid sheet reflects this timeline. This time period could be decreased if we worked into the evening and worked 5 days instead of 4 during that given work week. In that way we could most likely have the job completed in 5 consecutive days. This however would incur additional costs such as paying prevailing wage overtime to the crew members and the rental of lighting equipment to accomplish the work in low light hours. If the city sees this approach as an advantage over the project taking a week and a half, we can renegotiate the pricing for this portion of the project.

To summarize, it is best to conceptualize our approach and methodology to be one of Protection. Protection of Public Safety and Crew Safety, Protection of the trees and Park grounds we are charged with caring for and the Protection of Public Opinion and the choice that the city has made to contract with NPHC Inc.

4.3.2 Work Plan

The Work Plan is broken down into the specific items on the bid proposal. All equipment to be used and all work to be performed will be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-1988, or as amended and the ANSI A300-2000 pruning standards.

Tree Pruning

The trees designated for pruning will be accomplished by Certified Arborists who consider their pruning cuts to be their signature. The work will be accomplished once the work zone is cordoned off with a combination of fence panels, caution tape and signage. Trees will be marked prior to pruning, (the morning of) with flagging tape. That tape will be removed once the onsite supervisor inspects the work and considers the job completed. Trees will be pruned in a systematic fashion, pruning over roadways and construction areas to 14' of clearance and sidewalks to 8' of clearance. All debris will be disposed of immediately following the pruning and before the area is opened up to pedestrian traffic.

No limbs larger than 6" will be removed without prior consent from the city and no more than 5% of the canopy will be removed from any one given tree. Most of this work will be accomplished from the ground and with the help of ladders and pole tools. If trees need to be climbed, cambium savers will be employed and climbing spurs will be only used for the removals. We would like to accomplish the tree pruning along with the removals in the same area if possible, this would make the work more efficient and allow us to accomplish the work in a shorter period of time.

Tree Removal

Trees designated for removals will be accomplished once a work zone perimeter has been established using fence panels, caution tape and signage. All trees will be removed by a certified Arborist. All trees will be removed without damaging existing park infrastructure and we understand that we are responsible for reparations if such damage takes place. Any damage to existing park infrastructure will be reported immediately to the site supervisor and subsequently to city officials. A combination of climbing with spurs, using a bucket truck and felling smaller trees from the ground will be employed to begin the processing of the tree. Debris resulting for the tree removal will be chipped as possible up to a size of 18". This material will be fed into large chippers with the use of a skid steer w/grapple attachments or by hand from ground workers. Logs will be loaded with a skid steer onto a log truck and hauled to a location off site. Once chip trucks are filled, they will be dumped off site at a location designated by the Urban Forester in Addendum 1. These chips will be re-used for the spreading in the Tree Protection Zones at a later time. Chips from suspected diseased trees will be hauled to a wood recycling center and not re-used for the TPZ's. All stumps will be ground before moving the worksite and stumps will be marked with orange paint to make them more visible and less of a potential tripping hazard. All stumps will be ground to 2" below grade, grindings hauled and soil filled into the resulting hole. This will take place within 24 hours of the stump being ground. All work sites will be left in their original condition before moving on to another work site or at the end of each day.

Although cranes will not be necessary for this portion of the project, we have a significant amount of experience using cranes to remove trees and an excellent relationship with a skilled crane operator to perform removals in that fashion if needed in the future.

Root Treatment

Root Treatments will be accomplished by a Certified Arborist. This includes the air spading and the root pruning or relocation needed to accomplish on site tree protection goals. Prior to beginning the process, grade information will be obtained to tailor our work to the specific site. Knowing how deep to excavate and how far out from whatever construction process we are protecting the roots from eliminates unnecessary excavation and pruning which can be detrimental to the tree. The least invasive strategy will be employed in each site specific situation. Communication with the construction supervisor or project manager is important here.

Excavation or trenching will take place with the use of an air spade attached to an air compressor. During the process of removing the soil from the root zone water will be applied at an appropriate interval to keep roots moist and to keep the movement of dust off site from taking place. Keeping dust to a minimum will be really important at this location. With pedestrians, other construction workers in close proximity and the central downtown location with eyes on our work zone from any number of high rise office buildings, we will be extremely diligent about making sure we are not creating a dust cloud for all to see and breath. We will use one of our hydraulic spray rigs to apply the water with a capacity of 800 gallons. We have developed a special implement to accomplish this task that attaches to the air spade wand and contains nozzles that shoot water from a triggered hose line attached to the hydraulic spray rig. In this way water can be applied while air spading without switching out hoses or equipment. Please see a picture of this device in Appendix D. ***CONFIDENTIAL: This device is custom made and proprietary to NPHC Inc. Please do not share the picture or description of use with other contractors.***

Once excavation is complete, a Certified Arborist will make the appropriate root relocation or pruning decisions. No roots larger than 2" will be pruned without prior consent from the Urban Forestry Department. Roots left exposed will be treated with either peat moss, wet burlap or backfilled with existing soil where possible. We expect to be able to respond to Root treatment requests on an as needed basis within 24-36 hours.

Tree Protection Zones

For our Tree Protection Zone work we have chosen a 4' orange high visibility fencing. We believe that a 4' barrier is much more difficult to breach (step over) than a 3' barrier and the cost difference is not significant for the number of tree protection zones being specified. Five foot green t-posts will be used for the majority of the fencing and will be placed on 8-10' centers. The fence will be attached to the posts with several zip ties. Care will be taken when installing the t-posts in areas where many roots would be encountered. In this situation we will orient the t-post's flange radially from the tree trunk as opposed to tangentially to the outer edge of the TPZ. This will minimize damage even on the other edge of the TPZ. Where Fence setup requires posts to be sunk in an area of buttress roots, for example along many of the walkways, we may opt to use rebar instead of the t-post so as to create a smaller underground footprint. The tree protection zones will be installed in a logical manner using the 1" dbh to 1ft. radius rule. Where possible TPZ's will be allowed to coalesce where the distance in between the trees is close to or less than 2 times the radius of either tree.

When placing chips in TPZ's, we will employ the use of a small track loader like a Boxer. Chips will be dumped adjacent to the trees or directly into the root zone where possible and then moved to level with machine and hand work. At no time will the machine run over any unchipped portion of the root zone and will remain a significant distance from the basal area and buttress roots of the tree. We will work from the curb or pavement edge out. Chips will be loaded from the storage site on Cataldo and trucked 20 yards at a time to the areas to be chipped. It is expected that there will be more chips needed than what we can generate from the park work site. If permitted we will stockpile additional chips at the Cataldo site prior to the TPZ zone installations to make up for the difference and save money on having to buy chips or mulch.

It is important to note that owning, not renting or borrowing equipment to accomplish the work outlined in this proposal is extremely important. To accomplish the work outlined in this work plan we do not anticipate needing to rent, borrow or purchase additional equipment prior or during the execution of this portion of the project. The only exception is a mini-skidsteer used for moving wood chips. Rental equipment is like using a subcontractor – often times it is unreliable and the proper operation and repair of that equipment is outside of your control.

Let it be known that we do not anticipate to use subcontractors and the following equipment is all owned by NPHC Inc and maintained by our own staff ASE Certified mechanic. All of the Equipment listed below is in tip-top

operating condition. If equipment breaks down, as it sometimes does, our mechanic is only 20 minutes from being onsite with tools to diagnose and/or fix that equipment. We are proud of our fleet of equipment and it shows.

Equipment List for use on Riverfront Park Project:

2003 International Chip Truck – 22 yard capacity

2005 International chip Truck – 20 yard capacity

98 International Chip Truck – 14 yard capacity

1998 Morbark 18” brush chipper

2005 Morbark 18” brush chipper

2013 Morbark 18” brush chipper

2013 Morbark 14” brush chipper

2001 GMC 70’ bucket truck

1998 International 55’ bucket truck

2012 Takeuchi TL130 track skidsteer and trailer

2004 GMC 18’log/wood hauler

2000 F450 dump wood truck w/liftgate

2007 F550 dump material truck w/folding sides

2007 Vermeer SC50 stump cutter/tracks

1998 Vermeer SC252 stump cutter/wheels

2007 Copco 185 cfm, 90 psi air compressor/2 Air spades

2012 Isuzu Hydraulic spray rig

4.4 Management Proposal

4.4. A. 1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS

The Project Team consists of the following individuals and their respective job duties:

Joseph R. Zubaly President NPHC Inc – Admin and Contract Terms, Billing and Project Contact for all concerns the city may have. Prime Responsibility and Final Authority for all work.

Benjamin J. Kappen – On-site Project Supervisor – Responsible for quality control, creating and conveying daily work plans, holding On site Safety Meetings, maintaining a safe work site and communicating with the public and media as needed while on site. Ben will remain on site for most of the work day while pruning and removal operations are taking place, helping the crew as a spotter and facilitating the movement of work zones.

Mathew Voss - On-site Project Supervisor – Responsible for quality control, creating and conveying daily work plans, holding On site Safety Meetings, maintaining a safe work site and communicating with the public and media as needed while on site. Matt will remain on site for most of the work day while pruning and removal operations are taking place, helping the crew as a spotter and facilitating the movement of work zones.

Randy Cenell – Scheduling Coordinator for Root Treatments and Tree Protection Zone work. Randy will be the person to call when the contractor or city requires air spading and TPZ work. His charge is to schedule this as soon as possible following being notified, fulfilling the promise of a 24-36 hour response time.

These 4 managers will meet each morning to discuss project progress and scheduling needs. Each morning either Ben or Matt will meet the crew at 7:00 a.m for the daily onsite safety meeting and brief the crew on the work schedule for the day. The production crew is outlined in the Staff Qualifications section. All crew members and management will be required to read this document and we will discuss it at length prior to the commencement of work.

It is important to note that we are working with no subcontractors. This allows for greater control over the project team and their performance. We are also using all of our own equipment except for the rental of a mini-skidsteer to spread wood chips. We also have our own in house ASE Certified Mechanic. In the event of a breakdown he is only 20 minutes away from the job site.

4.4. A. 2. STAFF QUALIFICATIONS / EXPERIENCE

Management:

Joe Zubaly - President NPHC Inc., Certified Arborist #PD-0124A

- Years with a tree care company – 27
- Years as a certified arborist - 24
- Years as foreman or consulting arborist - 22
- Hours spent pruning/removing trees – 20,000+
- Hours spent planting trees – 5,000+
- Hours with Air spade – 100

Joe Zubaly is the President of NPHC Inc. His company, Northwest Plant Health Care, Inc. has the reputation of being the leader in tree health, root collar excavations (with and without the air spade), pruning, removals and consulting in the Inland Northwest. Joe has been organizing and teaching at the local green industry educational events for the past 20 years. In that time, his company has grown to be the largest provider of tree care services and arboricultural consulting in Spokane, WA. NPHC Inc is regarded as the "Tree Care Experts" by those in the Green industry in Spokane and Coeur d' Alene.

Ben Kappen - Division Manager, Certified Arborist #PN-2022A, Certified Tree Risk Assessor

- Years caring for trees – 19
- Years as a certified arborist - 16
- Years as foreman or consulting arborist - 15
- Hours spent pruning/removing trees – 10,000+
- Hours spent planting trees – 4,000+
- Hours with Air spade – 200

Ben Kappen has been the #1 arborist at NPHC Inc. for more than 16 years. In terms of tree knowledge and application, Ben certainly ranks in the top 3 Arborists in all of the Inland Northwest. He manages most of the larger pruning and plant health care projects at NPHC Inc. and has been making decisions concerning the urban tree interface for 14 years. Ben is a Certified Tree Risk Assessor and often presents at the local green industry educational events. Ben is on staff at Spokane Community College and currently teaches a pruning course during the winter quarter. Ben is intimately familiar with working on city projects where dealing with the public and local municipalities is an important part of the job. Ben is also our top sales person, selling and managing jobs on a daily basis.

Matt Voss – Safety, Training and Equipment Manager, Certified Arborist #PN-1555A, Certified Tree Risk Assessor

- Years caring for trees – 20
- Years as a certified arborist - 19
- Years as foreman or consulting arborist - 17
- Hours spent pruning/removing trees – 27,000
- Hours spent planting trees – 9,000

Matt Voss has been in the industry for 20+ years. In 1997 he earned his degree in Horticulture and shortly thereafter earned his BS in Tropical/Temperate Canopy Research. He has been all over the world participating in National Geographic and Discovery channel projects deciphering the codes of the ancient forests from Malaysia to Costa Rica and all along the western coast of America. He is passionate about trees and education. Matt has extensive knowledge of trees in the Pacific Northwest and has worked on many jobs prior to coming to NPHC Inc that includes interfacing with the public and municipal entities. Currently Matt has been brought on to NPHC and is in charge of safety, training our crews and the equipment we issue them in addition to selling work and managing his jobs.

Randy Cenell – Production Manager and PFT Division Manager, Certified Arborist #PN-7358A

- Years caring for trees – 6
- Years as a certified arborist - 4
- Years as foreman or consulting arborist - 5

- Hours spent pruning/removing trees – 1,400
- Hours spent planting trees – 300
- Hours with Air spade - 30

Randy Cenell has over 20 years of horticulture experience. He received his bachelor's degree in Environmental Horticultural Science from Cal Poly State University in San Luis Obispo, CA. He spent several years on the golf courses learning everything from seeding to mowing, to fertilizing and spraying and to planting and pruning. Randy has been with NPHC since 2011 specializing mainly in insect and disease prevention, but has also spent time pruning and planting. He is currently our Production Supervisor and spends his time scheduling and supervising our Plant Health Care division. Randy is well aware of the scheduling concerns associated with working on construction projects such as these. He understands the critical nature of timing as it pertains to getting someone out to install a TPZ or do several Root Evacuations to keep the larger project moving forward. He is skilled at leveraging the size and varied experience of NPHC's staff allowing for immediate response times.

Production Staff:

Lowell Thomson - Climbing Foreman, Certified Arborist #PN-6838A

- Years caring for trees – 8
- Years as a certified arborist - 7
- Years as foreman or consulting arborist - 2
- Hours spent pruning/removing trees – 12,700
- Hours spent planting trees – 1,400
- Hours with Air spade - 280

Kirk Rutherford – Foreman, Certified Arborist #PN-8057A

- Years caring for trees – 20
- Years as a certified arborist - 1
- Years as foreman or consulting arborist - 4
- Hours spent pruning/removing trees – 32,000
- Hours spent planting trees – 4,000
- Hours with Air spade - 20

Zach Krantz – Foreman, Certified Arborist #PN-8084A

- Years caring for trees – 6
- Years as a certified arborist - 1
- Years as foreman or consulting arborist - 1
- Hours spent pruning/removing trees – 8,000
- Hours spent planting trees – 40

Alan Flake – Arborist- Plant Health Care Technician, Certified Arborist #PN-7363A

- Years caring for trees – 30

- Years as a certified arborist - 4
- Years as foreman or consulting arborist - 3
- Hours spent pruning/removing trees – 20,000
- Hours spent planting trees – 5,000
- Hours with Air spade - 200

Victor Wills – Arborist – Plant Health Care Technician, Certified Arborist #PN-6279A

- Years caring for trees – 8
- Years as a certified arborist - 7
- Years as foreman or consulting arborist - 2
- Hours spent pruning/removing trees – 2,600
- Hours spent planting trees – 1,500
- Hours with Air spade - 180

Jacob Clark – Arborist, Certified Arborist #PN-8173A

- Years caring for trees – 13
- Years as a certified arborist - 1
- Years as foreman or consulting arborist - 4
- Hours spent pruning/removing trees – 18,000
- Hours spent planting trees – 5,000

Jerome Green - Arborist

- Years caring for trees – 4
- Hours spent pruning/removing trees – 5,000
- Hours spent planting trees – 220
- Hours with Air spade - 75

Levi Zeik - Arborist Apprentice

- Years caring for trees – 2
- Hours spent pruning/removing trees – 1200
- Hours spent planting trees – 300

Sam Miller - Arborist Apprentice

- Years caring for trees – 5
- Hours spent pruning/removing trees – 5,000
- Hours spent planting trees – 150

Sean Price - Arborist:

- Years caring for trees – 7
- Hours spent pruning/removing trees – 12,000
- Hours spent planting trees – 30
- Hours with Air spade – 5

Matthew Wright – Arborist - Plant Health Care Technician

- Years caring for trees – 2
- Hours spent pruning/removing trees – 800
- Hours spent planting trees – 200
- Hours with Air spade - 5

4.4 B Experience of the Firm**NPHC Inc. Qualifications**

- Doing business in the City of Spokane and CDA since 1996.
- 10 Certified Arborists on staff
- More Certified Arborists than any other company in Spokane for 15 years running.
- 2 Certified Tree Risk Assessors
- 4 Master Gardeners

NPHC Inc. is the leader in the Inland Northwest in arboricultural knowledge, diagnosis and treatments. We are dedicated to providing the highest quality tree care services to all of our customers. Because of our extensive experience and our continued education and support of so many fine certified Arborists on staff, we are uniquely qualified to execute this contract with the City of Spokane. NPHC Inc. has more experience than any other company in Spokane with the air spade. NPHC Inc. has more Certified Arborists available for on call air spading, root examination, root pruning, tree pruning and removals than any other company in Spokane. NPHC Inc does more pruning and removal work each year in the City of Spokane than any other company in Spokane.

NPHC Inc has been asked to teach many of the local tree educational events in Spokane and Coeur d'Alene. Joe Zubaly and Ben Kappen have an extensive list of talks performed at the Turf Tree and Landscape Conference, Community Canopy events, International Society of Arboriculture seminars and Master Gardener training. This list includes talks on proper pruning, planting, insect and disease diagnosis and the use of an air spade all on urban trees. Not only do we teach and present at the TTLC, we are the company in Spokane with the most attendees to

the conference for the past 5 years. No one sends more people to the local and regional educational seminars than NPHC Inc.

Due to our commitment to educating our employees and the other local green industry practitioners, we have become regarded as the tree care experts in Spokane/CDA. The Spokane Urban Forestry Department and the Department of Engineering would certainly back up these claims.

Working with the City – Qualifications and Expertise

- NPHC Inc has successfully completed just less than 10,000 hours of contractual work for the municipality of Spokane, WA.
- NPHC Inc is completely familiar with and fully compliant with all city regulations required for billing, paying prevailing wage, permitting and licensing.
- NPHC has applied for and received hundreds of street tree pruning/removal/grinding and street obstruction permits.
- NPHC Inc has a written safety program and policy enforcement practices in place. Our crews are used to working in and for the city in the past, so they are familiar with working on the streets while providing the necessary signage and traffic control devices as well as practicing the proper demeanor and attention to pedestrian foot traffic as well.
- We have an excellent record with the City of not damaging public, private or utility property while working on city contracts.
- We already have a long standing relationship with Angel Spell and Jeff Perry at the Spokane Parks and Urban Forestry Department. We also have a long list of successfully completed projects for the Department of Engineering. Anyone at the Parks Department or the Department of Engineering would attest to our ability to perform this contract.

We maintain an excellent relationship with the Urban Forester and the head of the Department of Engineering in Spokane and have for many years. We communicate with their departments weekly for various matters including permitting and compliance issues.

Air Spade, Root Examinations and Treatments – Qualifications and Expertise

- More than 1000 hours of root excavations and treatments for the city of Spokane
- First company in Spokane to perform root excavations on a regular basis
- First company in Spokane to own and operate an air spade
- More hours using an air spade than any other company in town by 10X or more.
- 7 Certified Arborists with experience doing root excavations with the use of an air spade and the accompanying root pruning necessary to protect trees from the construction process.
- 5 Certified Arborists who have experience in and who can consult with the city of Spokane on the results of excavation and make recommendations based on those findings in a written report.

NPHC Inc. has pioneered the use of Root Collar Excavations and the air spade in Spokane. We have used the air spade in diagnostic projects as well as therapeutic treatments.

Tree Pruning, Removal and Stump grinding – Qualifications and Expertise

- 7 certified Arborists qualified to prune with the use of climbing gear or lift truck with 24-36 hour notice

- Own and operate a 55 foot bucket truck and a 70' bucket truck that helps efficiently access the canopies of trees.
- The use of other lifting equipment helps prevent back injuries and provide the best value by accomplishing the removal of trees in a highly efficient manner.
- 80,000+ hours of tree pruning/removal work in Spokane/CDA in the last 10 years
- 10,000+ hours of pruning/removal/stump grinding work on City of Spokane Street trees
- Proven on-call response times in the past with projects for the Urban Forestry Department and the Department of engineering, many times in less than 24 hours. We understand the importance of keeping the construction project on schedule.
- 2 Stump grinders owned and operated to accomplish the stump grinding in a timely and efficient manner.

NPHC Inc. has been pruning street trees and other residential trees in Spokane and CDA since 1996. We have the experience and the knowledge to make sound tree pruning/removal decisions based on all available information. Our consulting arborists make these decisions daily with customers in an urban setting. We are completely familiar with pruning and removing trees in the City of Spokane and have been for many years.

Tree Protection Zones

Due to lack of ordinance requirements to specify the use of tree protection zones in the past, no one in Spokane has a significant amount of experience installing or maintaining these TPZ's. We are currently under contract with more than one general contractor to supply Tree Protection Zones to Spokane Street Trees in the near future. We have also specified, installed and maintained several tree protection zones in the past.

Although a TPZ is not complicated to install or maintain a clear understanding of the importance of the TPZ's is required. A significant amount of this contract centers around protecting the existing trees in the park from the future construction process. We understand that and are fully committed to working towards that end with the Spokane Parks Department and the General contractor.

4.4. B.2 Experience of the Firm

Tree Planting

NPHC has a long history of planting trees in the Inland Northwest. We have been planting trees in urban settings for the last 18 years. Recently we have completed some larger downtown planting projects for the City. We understand the requirements of the plant and the proper techniques to get the tree planted with the least amount of disturbance to the growth of the plant. As you can see from the hours of planting trees from some of the individual staff members, we are well versed in this area of arboriculture. Although not included in this portion of the project, looking forward to future portions of the park remodel, we would certainly be able to fulfill the role of tree planters when the need arises.

Our extensive experience working with general contractors and the Spokane Parks Department clearly gives us an advantage in executing and managing this portion of the work.

Consulting – Qualifications and Expertise

- 5 Certified Arborists qualified and available within 24 hours to consult on root examination, root pruning, limb pruning and tree removals and provide a written report.
- 7 Certified Arborists on staff to diagnose tree health issues and make management recommendations.

- We have consulted for and performed work for the City of Spokane Parks and Recreation Department for the last 18 years. We are in contact with many of their staff on an ongoing basis both presently and in the past 18 years.
- NPHC Inc has prepared and executed management plans for several other municipalities and larger private properties with large and varied tree species. See Project list. We consult on a regular basis with these municipalities and property managers on complex urban tree interface issues and provide written reports.

NPHC Inc's business is centered around working on and solving urban tree interface issues. We have been doing this successfully since 1996. We have had the opportunity to work for the City of Spokane but also other large private properties. Any of those listed in the project list would attest to our knowledge and ability in consulting in the areas of root excavations, examinations and pruning/removal of trees in an urban setting.

4.4: B. 3. EXPERIENCE OF THE FIRM

All of the projects/contracts listed have been a combination of pruning, removals and root collar excavation.

- City of Post Falls
 - American Recovery and Reinvestment Act contract, Sept 2010, \$60,000
- City of Hayden
 - American Recovery and Reinvestment Act contract, Nov 2010, \$58,000
- Piersol Construction, Morris Piersol (509) 535-2901
 - Desmet St project, Aug 2013, \$12,700
 - Target Store Complex at Palouse & Regal, Nov 2014, \$12,825
- Piersol Construction, John Cannon (509) 535-2901
 - Bella Terra Phase 1, contract #84 – PCI Job #21606, Mar 2016, \$16,000
- Garco Construction
 - Spokane Convention Center project, Sept 2013, \$58,000
 - RPWRF Projects 1&2, 4401 Aubrey L Pkwy, Aug – Oct 2015, \$9,002
- City of Spokane
 - On-Call Arborist contract from 2011 thru 2013 \$200,000
 - Urban Forestry Emergency contract, Nov 2015, \$48,000
- Yakima Country Club, Rob Robillard (509) 961-5764
 - Pruning key golf course trees, PHC visits and Replanting trees on the golf course, 2014 - 2016, \$79,500
- Fairmount Memorial Association, Dave Ittner (509) 868-1220
 - Storm clean up – removal and grinding of 100+ trees, Nov 2015 – Mar 2016, \$204,945

- Whitworth University, John Jesseph (509) 777-4464
 - Storm clean up – removal and grinding of 100+ trees, Nov 2015 – Mar 2016, \$124,004
- City of Spokane, Department of Engineering
 - Multiple awarded contracts in 2015 consisting of pruning, removals, root collar excavations and some planting
 - Rebecca St from Pratt to 7th & Julia St from 7th to Hartson, OPR 2015-0238 / Project #2014090, \$27,137
 - Traffic Calming NW, Project #2013100, \$3,527
 - High Dr Phase 2, OPR 2015-0306 / Project #2014056, \$14,812
 - W 7th/2200 S Rockwood, Project #2013099, \$19,662
 - Arterial Ramps, OPR 2015-0520 / Project #2015042, \$6,404
 - CSO 20 Basin Control Facility, OPR 2015-0579 / Project #2013042, \$10,395
 - Regal St Chip Seal, OPR 2015-0578 / Project #2015043, \$4,068
 - CSO 6 Control Facility Phase 2, OPR 2015-0638 / Project #2010075, \$47,994
 - Monroe-Lincoln from 8th to Main, OPR 2015-0306 / Project #2012115, \$23,510
 - Res Chip Seal – Elm St, OPR 2015-0632 / Project #2015043, \$12,030
 - Res Chip Seal – 33rd Ave, OPR 2015-0635 / Project #2015043, \$15,470
 - Red Grind & Overlay, OPR 2015-0758 / Project #2015044, \$5,900
 - CD Sidewalks, OPR 2015-0665 / Project #2015041, \$35,000
 - CBD Tree Replacement, OPR 2015-0717, \$13,503
 - Nevada St/Lidgerwood Tree Planting, OPR 2015-0937 / Project #2015146, \$20,776
- Halme Construction, Marshall Sampson (509) 215-0995
 - CSO Basin 12 & Pettet Dr, contract #1091-06, Mar - May 2016, \$11,150

4.4: C. REFERENCES

Whitworth University, 300 W Hawthorn Rd, Spokane, WA 99218

Over the last several years we've been on the Whitworth campus providing various pruning, removal and planting services. Most recently we were dispatched to help with the cleanup efforts as a result of the November 2015 storm, which encompassed over 100 downed tree and the resulting debris.

John Jesseph, Grounds Manager

(509) 777-4464

jjesseph@whitworth.edu

Will Mellott, Campus Arborist

(509) 777-4464

wmellott@whitworth.edu

Yakima Country Club, 500 Country Club Dr, Yakima, WA 98901

We have worked with Yakima Country Club for over 10 years, providing consulting services, plant health care treatments, root collar excavations, and pruning.

Rob Robillard, Golf Course Superintendant

(509) 961-5764

r.robillard@yakimacountryclub.org

Fairmount Memorial Association, 211 N Government Way, Spokane, WA 99224

We have worked with Fairmount Memorial Association for over 10 years, providing pruning, removal and planting services. Most recently we were dispatched to help with the cleanup efforts as a result of the November 2015 storm, which encompassed over 100 downed tree and the resulting debris.

Dave Ittner

(509) 868-1220

dittner@fairmountmemorial.com

4.5. Cost Proposal

Bid Items

Tree Protection Zone	\$ 315 each
Root Treatment	\$ 563 each
Remove Tree Class 1	\$ 262 each
Remove Tree Class 2	\$ 607 each
Remove Tree Class 3	\$ 975 each
Remove Tree Class 4	\$ n/a for this portion of project
Tree Pruning Class 1	\$ 67 each
Tree Pruning Class 2	\$ 73 each
Tree Pruning Class 3	\$ 124 each
Tree Pruning Class 4	\$ n/a for this portion of project

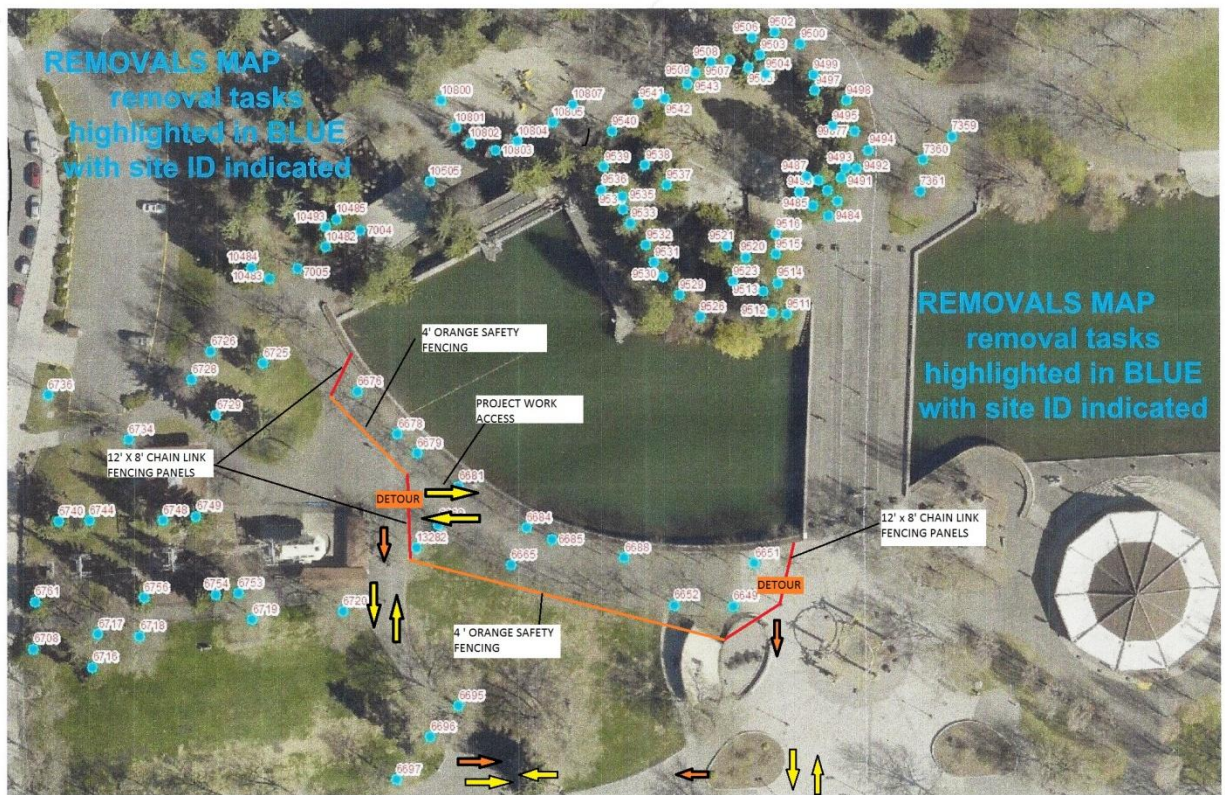
Appendix A

Daily Work Site Safety Meeting Agenda Riverfront Park

Monday July 5th – duration 20 minutes

Site Supervisor Ben Kappen or Matt Voss

- **Review work accomplished and incidents/near misses from the previous day's work.**
- **Line out work for today by establishing work crews and foreman/chain of command as well as work tasks expected to be completed during that day.**
 - **Look at logical order of work and try to pre-empt delays or issues with daily work plan**
- **Look at Aerial map to establish work zone boundaries and check to see if pedestrian traffic control set-up is complete and/or troubleshoot.**
 - **Show on map where truck access and egress is denoted. Look for trouble spots and discuss spotters along with trucks driving on paths within park.**
- **Check equipment readiness and safety features.**
- **Discuss proper demeanor when working in park and interacting with park visitors. Any concerns of park guests, nphc staff or city staff are to be addressed with the site supervisor.**



Appendix A

Appendix B

Incidents

[SETTINGS](#)

Incident report #153

[REPORTS & CHARTS](#)

[+ New Incident report](#) [Edit](#) [Email](#) [More](#) [Customize this Form](#)

[Prev](#) | [Return](#) | [Next](#)

Incident Report

Type of Incident Tool or Equipment Damage		
Employee Name Alan Flake	Job Title Arborist Spray Technician	Foreman Self
Date of incident 04-29-2016	Time of incident 12:00 am	
Date Foreman was notified 04-29-2016	Time Foreman was notified 12:00 am	
Did you leave work? No		
Where did this happen - Customer/Name Address required Unknown	Explain how incident happened. I know that when I left my last client's house on the day the incident happened, the lid was on the tank. I inspect all my tanks before leaving to go to the next job/shop to make sure everything is secure. (Habit.) When I arrived at the shop, the lid was missing. I can only speculate that road vibration caused it to come free.	
Were mechanical safe guards provided? Yes	Were you using them? Yes	

Why did the accident happen?

Unsafe workplace conditions: (Check all that apply) Other:	Unsafe acts by people: (Check all that apply) Other:
Why did the unsafe condition(s) exist? NA	
Was a Pre-Trip Inspection/Job Site Assessment completed? Yes	
Why did the unsafe acts occur? NA	
Were the unsafe acts or conditions reported prior to the incident? No	
Have there been similar incidents or near misses prior to this one? Yes	

How can future incidents be prevented?

What changes do you suggest to prevent this incident/near miss from happening again?
Other:
What should be (or has been) done to carry out the suggestion(s) checked above?
There is no foreseeable way to prevent this that I can think of.

ADMIN

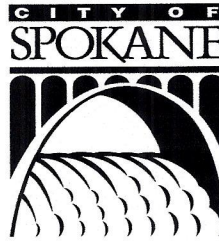
Reviewing Manager Name		Review Date			
Fault or No Fault?		Cost to Company			
Claim Number		Time Loss		Claim Status	
				Date Closed	

Documents

Add Document							
Document Name	Customer Name	Document Description	File	Date Modified	Record Owner	Related Employee	Employee Name
No documents found							

Created on May 16 at 2:37 PM (PDT). Owned by [Flake, Alan](#).

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

May 11, 2016

ADDENDUM NO. 1

RFP #4261-16 ARBORIST SERVICES – RIVERFRONT PARK REDEVELOPMENT

This Addenda is being issued with questions and answers that have been asked:

1. Can we fell trees? *Yes, given that you do not create a public safety hazard and you do not damage other public assets or infrastructure.*
2. Can we stockpile chips on site to be used on site for TPZs? *Chips can be stockpiled at sites on the North Bank of Riverfront Park off of Cataldo Ave, but not on the project work site.*
3. Do we need to pick the chips back up after the project phase? *No.*
4. Are we responsible for watering? *No.*
5. Are we responsible for enforcing the TPZ when they are encroached upon? *No, you are not responsible for enforcement of TPZ encroachment but you are responsible for notifying City of Spokane Urban Forestry staff immediately upon any observed encroachment.*
6. Are all of the TPZs and Root collar Excavations happening or are they on an as needed basis? *Assume that all TPZ and Root Treatments tasks will be performed.*
7. I assume that TPZ perimeters can be combined where several trees sit close together, yes? *Yes, where TPZ perimeters overlap, they may be combined.*
8. What about pedestrian control? Will areas be closed off and are we responsible for doing that? *You are responsible for pedestrian control within your work area. The park will be open to the public at least through July 5th.*
9. Who is the General Contractor and what is there contact info? *Stantec is the design firm for the Recreational Rink and SkyRide Facility; a general construction contractor has not yet been selected. CH2M is the design firm for the Howard Street Bridge and Access Road; a general construction contractor has not yet been selected.*

Alan Gay, P.E.

Project Manager/Senior Engineer
Stantec
621 West Mallon Avenue Suite 309
Spokane WA 99201-2181
Phone: (509) 340-1705
Fax: (509) 328-0423
alan.gay@stantec.com

Pat Krych, P.E.

Project Engineer
CH2M
999 W Riverside Ave Suite 500
Spokane, WA 99201
509.747.2000
509.464.7275
pat.krych@ch2m.com

10. How often and in what situation(s) would we need to do a 360 degree RCX? *At this time, assume a 360-degree Root Treatment on approximately 6 trees; all others assume an average 180-degree Root Treatment.*
11. Stump grinding spec is to "2inches" below grade – is this correct? *Yes, two (2) inches below grade is correct.*
12. How far out from the stumps do we need to chase roots? *You do not need to chase roots. The objective is to match grade level for pedestrian and vehicle safety and overall aesthetics.*
13. Do we need to install sod or just soil to grade? *Soil only.*
14. If arranged with the contractor can stumps be left to be pulled out by General contractor where this would be advantageous for General Contractor? *Generally no. This would only be permitted if you were working concurrently with the construction contractor and the stumps were pulled on the same day as the tree removal. The objectives are to minimize the occurrence and duration of visible stumpage and to have tree removals substantially complete before general construction/excavation.*
15. Please clarify the sizes for the Class designations on the trees. As stated in the Tree Protection Specifications on Page 6; 12", 24" and 40" trees have two Class designations each. *Round dbh measurements to the nearest whole inch. Size classifications clarified as follows:*

DIAMETER	CLASS
4 inches to 11 inches	I
12 inches to 23 inches	II
24 inches to 39 inches	III
40 inches and more	IV

16. What is it that is required to happen in 1 months' time? *The anticipated timeline is for tree work to commence on June 15th beginning with clearance pruning tasks. Tree removal tasks would follow starting approximately June 29th. Root treatment and TPZ tasks would need to be coordinated with the construction timeline and contractor, expected after July 15th through the end of the contract period.*

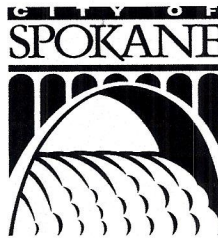
Thea Prince

Thea Prince
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

Northwest Plant Health Care Inc
 Company
R. Zebly
 Authorized Signature



May 17, 2016

ADDENDUM NO. 2

RFP #4261-16 ARBORIST SERVICES – RIVERFRONT PARK REDEVELOPMENT

This Addendum is being issued with questions and answers that have been asked:

1. Are there set work hours? **Work restrictions will be enforced during the following hours and days:**
 - No work from 10pm to 7am
 - No work June 24-26 (HoopFest public event)
 - No work July 4th (July 4th public event)
 - No work during time of July 8th ground-breaking ceremony
2. Are there weight limits on bridges and or limits to access besides what we see? **The lower Theme Stream Bridge nearest the Avista Upper Falls Powerhouse is rated for full unrestricted highway loading. Other bridges within Riverfront Park will not accommodate truck and equipment loads. Also, the Post Street Bridge will not accommodate truck and equipment loads. Egress from the park will require traffic control to move trucks south on Post exiting to Spokane Falls Blvd.**
3. In RT How far from the trunk is root treatment to be performed? **The distance will vary depending on the extent of existing infrastructure and type of new construction. Does it include the entire TPZ? No, not necessarily.**
4. Is there any root pruning in the RT? **If the air/hydro-excavation reveals root pruning is needed as tree protection, then yes.**
5. Is water available for RT or do we need to supply? **The contracted arborist will supply.**
6. Do we need to allow for any excavation/trenching in RT? **(it is noted under spec's.)**
7. In area were hardscape (Concrete, Asphalt etc.) limits RT is hardscape to be removed (If so by whom) or are we just doing the limited area? **Within this scope of work, RT will generally be limited to the hardscape boundary. If necessary, hardscape will be removed by others.**
8. Do we Remove debris from RT or re-apply? **The contracted arborist is responsible for debris removal.**
9. Other than mulch is any other product being put back over the roots? **Existing soil and woody mulch only.**

10. Where walkways etc. Are within the TPZ are we to block off the walkways or put fencing on edge of the walk?
The edge of the walkway will serve as the edge of the TPZ.
11. Can chain-link panels be substituted where applicable? Yes.
12. Can I get a set of plans? Plan Sets can be picked up from Thea Prince, Purchasing, 4th Floor - City Hall, 808 W Spokane Falls Blvd., Spokane, WA
13. Please send the TreeWorks database and respective GIS layers for the maps included in the RFP. City TreeWorks Database files can be picked up from Thea Prince, Purchasing, 4th Floor – City Hall, 808 W Spokane Falls Blvd., Spokane WA. GIS layers are available for viewing at the following website:
<https://my.spokanecity.org/opendata/gis/>.

Thea Prince

Thea Prince
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

Company Northwest Plant Health Care Inc
[Signature]
Authorized Signature

BYLAWS OF THE PARK BOARD
of the
City of Spokane Washington

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Reference: City Charter Article V, Section 44 Park Board Organization- "The Park Board shall have the power to make Bylaws and Rules for the conduct of business."

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We, the members of the Park Board of the City of Spokane, State of

Washington, do hereby publish and declare the following Bylaws of the Board:

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Section 1. Definitions.

1. The City of Spokane Park Board: "shall consist of ten electors of the City of Spokane, who shall be appointed by the City Council, and one member of the City Council to be designated by the Council." (Spokane City Charter §42)
2. Park Board Member: A person who has been nominated by the Mayor and appointed by the City Council.
3. Financial Report: An annual report of all receipts and expenditures, and of all other business transacted by the Park Board. This report shall be furnished to the City Council. (Spokane City Charter §45)

Section 2. Regular Meetings.

1. The regular meetings of the Park Board shall be held at 1:30 p.m., on the second Thursday of each month in the City Council Chambers in City Hall and shall be conducted generally following Robert's Rules of Order.
2. Except for executive sessions, all Park Board meetings are open to the public. The Board or President may cancel or reschedule meetings. If a regular meeting is to be canceled or rescheduled notice, shall be given pursuant to the Open Public Meetings Act (RCW Ch. 42.30).

3. The public may address the Park Board during scheduled meetings. The President may prescribe, on a case-by-case basis, procedures for public testimony as necessary to maintain order.

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Section 3. Special Meeting.

1. Special meetings may be called, canceled, or rescheduled by the President whenever he/she deems the same expedient and/or shall be called whenever three Park Board members shall request the same in writing. Any measure adopted by six affirmative votes at a special meeting shall have the same effect as if adopted at a regular meeting. Special meetings are open to the public.
2. The date, hour and place of the special meetings shall be set by the President; notice of special meetings shall be given consistent with the Open Public Meetings Act (RCW Ch. 42.30).

Section 4. Annual Meetings.

1. The annual meeting shall be held at the regular February meeting of the Park Board each year. Parks and Recreation Division staff shall present a Financial Report at the Annual Meeting.

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Section 5. Quorum and Voting of Park Board.

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1. Six members shall constitute a quorum for conducting business for the Park Board. In case there is no quorum present on a day set for a regular, continued, or special meeting, the Park Board members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter was continued. Six affirmative votes shall be necessary to adopt any measure in a regular, continued or special meeting.

2. Voting shall be by voice unless a show of hands is called for by the President or Board Member. Minutes shall record the number of yeas and nays and the names of any members abstaining. Any member may ask that his or her vote be recorded by name. Any member recusing from a vote shall place the reason for the recusal on the record.

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CONDUCT OF BUSINESS

Section 6. Scheduling Business.

1. Business to be transacted at any regular or special meeting shall be scheduled by the Secretary or designee subjected to order of the President. The Secretary or designee shall prepare, transmit to Park Board members, release to news media, and give official notice of business to be considered in the normal administration of business at the Park Board meetings, provided the consideration of all or any one item of business shall be subjected to cancellation or rescheduling to another meeting of the Park Board by order of the President or by the Park Board. The agenda of a regular or special meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30).

Deleted: Each Park Board member shall be given notice of tentative business to be conducted at the regular monthly meeting, the Friday prior to the date of said meeting.

Section 7. Chairing Meetings.

1. Meetings shall be called to order by the President, or in his/her absence, by the Vice President, or in the anticipated absence of both, the President or the Park Board shall designate a member of the Park Board to preside. In the event a person to preside has not been named, the Secretary shall call the meeting to

~~order~~ and the Park Board members present may, by general consent, select a President pro-term. Meetings may be adjourned by majority vote of the Park Board members present or by order of the President if there are no objections from Board members.

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Section 8. Minutes.

1. The Secretary or designee shall prepare official minutes of the meetings containing the actions of the Park Board as a substantive account of proceedings. A record of the Park Board members present and absent shall be entered in the minutes of the meeting. Minutes shall be signed by the Secretary and placed on public record. Minutes may be approved by the Park Board without reading at Park Board meetings unless such reading is requested by a member of the Park Board. Correction of typographical errors in signed minutes may be made by the Secretary. Correction of substantive records in signed minutes may be made by majority vote of the Park Board.

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2. All regular meetings and special meetings of the Park Board may be recorded, provided such shall not be deemed the official minutes and the absence of such recording due to mechanical failure or other cause shall not invalidate the actions taken at such meetings. Remarks and other volunteer statements from the public present but not recognized by the Chair and which may have been recorded, will not be considered as part of the transcript. Any interested party may listen to a recording or read written minutes on file pursuant to the Washington State Public Records Act (RCW Ch. 42.56). Recordings will not normally be transcribed except by order of the Park Board or the Director of Parks and Recreation.

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Section 9. Order of Business.

1. At a regular meeting, the order of business shall be as follows unless otherwise ordered by the President or as amended by the majority vote of the Park Board:

AGENDA

1. Roll Call
2. Minutes of the Previous Park Board Meeting
3. Additions or Deletions to the Agenda
4. Monthly Highlights: President
5. Special Guests
6. Claims
7. Financial Report & Budget Update
8. Special Discussion/Action Items
9. Committee Reports – Action Items
 - Golf Committee
 - Land Committee
 - Recreation Committee
 - Riverfront Park Committee
 - Finance Committee
 - Urban Forestry Tree Committee
 - Bylaws Committee
10. Reports

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Park Board President

Liaison Reports

Director's Report

11. Correspondence

12. Public Comments

13. Adjournment

Next Committee meeting dates

Next Park Board meeting dates

Section 10. Executive Sessions.

1. Executive sessions may be held as allowed by the Open Public Meetings Act (RCW Ch. 42.30). No action or minutes shall be taken in executive sessions.

OFFICERS AND COMMITTEES

Section 11. Officers.

1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent regular meeting without delay, and the President and Vice President shall continue to serve until replaced by election of the Board. The Secretary of the Park Board shall be the Director of Parks and Recreation unless another person is elected by the Park Board.

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2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
3. The President, Vice President, and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.
4. In the event of the vacancy in the office of Secretary, the Park Board shall elect an interim Secretary.

Section 12. Nominations.

1. At the regular meeting in January, the President shall appoint the ad hoc committee of four (4) other Park Board members to serve as the Nomination Committee to recommend nominees for the office of Park Board President, Vice President, and Secretary. In making such nominations, the Committee shall take into consideration, among other matters, the length of service on the Park Board of the member being considered for election to an office. No voting member of the Park Board shall serve more than two consecutive terms in any office of the Park Board unless said member receives the unanimous consent of the entire membership of the Park Board.

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Section 13. Duties of the President.

The duties and powers of the President shall be as follows:

1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.

2. To preside over the meetings of the Park Board.

3. To call special meetings and to order executive sessions of the Park Board within the limits of state law.

4. To set the agenda and change the order of business.

5. To set the place, date, and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).

6. To vote on any matter that may come before the Park Board for consideration.

7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.

8. To assign members of the Park Board to standing and existing ad hoc committees before March 15 of each year with the advice and consent of the Park Board. The President shall name one member of each committee as the Chair of that committee. These new Chair assignments will begin at the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.

9. To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.

10. To notify the Mayor in writing of any vacancy or pending vacancy on the Park Board.

11. To assign members of the Park Board to an ad hoc Park Board Interview Committee, which shall recommend to the Mayor two (2) Park Board candidates per vacancy for City Council appointment.

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12. To have the same rights and privileges as all other Park Board members. To send a letter of support or nonsupport to the Mayor for all Park Board members seeking reappointment.

Section 14. Duties of the Vice President.

The duties and powers of the Vice President shall be as follows:

1. The Vice President shall act in the absence of the President at any meeting, and when the President is unavailable, all duties of the office of President or as a member or any committee of which the President may be a member, shall temporarily fall upon the Vice President.

Section 15. Duties of the Secretary.

The duties of the Secretary shall be as follows:

1. The Secretary shall perform the duties required by law and all duties properly mandated by such office.
2. The Secretary shall attend meetings of the Park Board and meetings of its committee where requested.
3. The Secretary shall keep a true and accurate record in substance of the proceedings of the Park Board, and shall have charge and custody of all the Park Board books, documents, records, minutes, and papers which properly belong in the Secretary's office.
4. The Secretary shall handle correspondence of the Park Board, including responses to inquiries and provide correspondence copies to all Park Board members.
5. The Secretary shall prepare agendas and schedule business on regular Park Board meetings, with the approval of the Park Board President, and transmit a tentative notice of business to Park Board members in advance

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of the meeting, and provide legal notice of public hearings as required by law.

6. The Secretary may delegate these duties as appropriate and necessary for their accomplishment.

Section 16. ~~Standing~~ Committees.

1. The standing committees of the Park Board shall be:

Finance

Land

Recreation

Golf

Riverfront Park

Urban Forestry Tree

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2. ~~Unless otherwise ordered by the Park Board all standing committees shall consist of a minimum of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC 04.28.030).~~

Unless otherwise ordered by the Park Board, all such Committees shall consist of a minimum of three (3) members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens.

3. The Board may re-classify, add to, or change the number of standing committees by adopting changes to the Park Board By-Laws.
4. The Board President may appoint ad hoc committees for specific purposes and length of time.

5. Committees shall be transmitted a notice of tentative business 48 hours prior to the time of said Committee meeting.

Section 17. Duties of Committees.

1. Committees are advisory to the Park Board and shall serve the Park Board acting as factfinders to provide information and make recommendation to the Park Board. Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting.
2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
3. The Chair of each committee shall consult with the Director of Parks and Recreation to establish the agenda of the meetings.
4. In the event the Committee Chair is not present at a meeting, the committee, by consensus, shall select a Chair pro tern.
5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
6. Committee Chairs, or their designees, shall present committee information, recommendations, and minutes to the full Park Board at the regular monthly Park Board meeting.
7. All Committee Chairs can make, second and vote on motions brought before the committee and shall have the same rights and privileges as all other Committee members.

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8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18. Administration.

1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.
2. The Director of Parks and Recreation will assign lead staff to support each committee.

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Section 19. Functions of the Director of Parks and Recreation.

1. The Director of Parks and Recreation, or his designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.
2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.
3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.
5. The Director of Parks and Recreation shall be present at all meetings of the Park Board, except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.
6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the

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operation of the Park and Recreation Division and additional information as requested by the President or by consensus of the Park Board.

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8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material, and supplies of the Park and Recreation Division.

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9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of expenditures and funds available.

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10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep abreast of technical advances, Park and Recreation techniques, to participate in professional Parks and Recreation organizations and to attend conventions and meetings of said organizations as approved by the Park Board.

11. The Director shall provide a Parks and Recreation Division orientation for new Park Board members, and new members shall read and sign the Duties and Responsibilities form, attached to these Bylaws.

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Section 20. Employment of Park Director.

1. Employment of the Park Director shall be in accordance with City Charter Article IV Administration of City Affairs, §24, ¶ 1.

Section 21. Adoption and Amendment of Rules, Bylaws and Policies

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1. Proposed new Rules, Bylaws and Policies and proposed changes in existing Rules, Bylaws and Policies will be presented in writing for

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reading and discussion. Unless it is deemed by the Park Board that immediate action would be in the best interest of the Park Board, the final vote for adoption shall take place not earlier than the next succeeding regular or special Park Board meeting.

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2. In the event that immediate action on a proposed Rule, By-law or policy is necessary, the motion for its adoption shall provide that immediate adoption is in the best interest of the Park Board. No further action is required. All new Rules, Bylaws or amended Policies shall become effective upon adoption unless a specific effective date is provided in the motion for adoption.

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3. Rules, Bylaws and Policies as adopted or amended shall be made a part of the minutes of the meeting at which action was taken and shall also be included in the Park Board's Rules, Bylaws and Policy Manual.

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Section 22 Adoption

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The foregoing Bylaws are hereby declared adopted at the meeting of the Spokane Park Board held this _____ day of _____, _____ and all previous Rules, Bylaws and Policies are hereby declared void and repealed.

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Park Board President

Park Board Date Approved: _____