



Spokane Park Board Agenda

Aug. 11, 2016 – 1:30 p.m.

City Council Chambers, City Hall lower level
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:**
 - A. July 14, 2016, Regular Park Board meeting minutes
 - B. July 21, 2016 Special Park Board meeting minutes
3. **Additions or Deletions to the Agenda:**
 - A. None
4. **Special Guests:**
 - A. Riverfront Park History webpage presentation – *Megan Duvall* and *Yvonne Lacoursiere*, Spokane City/County Historic Preservation Office; Website: <http://www.historicspokane.org/riverfront-park-history>
 - B. SYSCA Update – *Gary Turner*, Southside Senior Activity Center executive director and *Kate Green*, Northwest Youth Center director
5. **Claims:** Claims for the month of July 2016 – *Susan Traver*
6. **Financial Report & Budget Update:**
7. **Special Discussion/Action Items:**
 - A. None
8. **Committee Reports – Action Items:**

Golf Committee: Aug. 9, 2016 – *Nick Sumner*

 - A. No action items

Land Committee: Aug. 3, 2016 – *Ken Van Voorhis*

A. No action items

Recreation Committee: Aug. 4, 2016 – *Dr. Sam Selinger*

A. No action items

Riverfront Park Committee: Aug. 8, 2016 – *Ted McGregor*

A. Increase funds to Sysco Food Services of Spokane value blanket order (\$35,000)

B. Hill International CM contract for Howard Street South Bridge support (\$114,770)

C. Lead Artist contract with Meejin Yoon (\$50,000) – *Laura Becker* and *Karen Mobley* of Spokane Arts

Finance Committee: Aug. 9, 2016 – *Susan Traver*

A. No action items

Urban Forestry Tree Committee: Aug. 2, 2016 – *Lauren Pendergraft*

A. No action items

Bylaws Committee: *Ross Kelley*

A. No action items

9. **Reports:**

Park Board President: *Chris Wright*

Liaison Reports:

A. Conservation Futures Liaison – *Ken Van Voorhis*

B. Parks Foundation Liaison – *Susan Traver*

C. Council Liaison – *Candace Mumm*

Director's Report: *Leroy Eadie*

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters: None

B. Newsletters:

Corbin Senior Activity Center

Hillyard Senior Center

Southside Senior and Community Center

Sinto Senior Activity Center

12. **Public Comments:**

A. None

13. **Adjournment:**

A. Next Committee meeting dates:

Golf Committee: 8:05 a.m. Sept. 6, 2016, City Council Chambers

Land Committee: 3 p.m. Aug. 31, 2016, City Council Briefing Center Conference Room

Recreation Committee: 3 p.m. Sept. 1, 2016, Sinto Senior Activity Center, 1124 W. Sinto Ave.

Riverfront Park Committee: 10 a.m. Sept. 6, 2016, City Council Chambers

Finance Committee: 3 p.m. Sept. 6, 2016, City Hall Conference Room 2B

Urban Forestry Committee: 4:15 p.m. Aug. 30, 2016, Woodland Center, Finch Arboretum

B. Next Park Board meeting: 1:30 p.m. Sept. 8, 2016, City Council Chambers

C. Next Park Board Study Session: 3:30 p.m. Sept. 8, 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
JULY 2016 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - AUGUST 11, 2016**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,048,046.73
MAINTENANCE & OPERATIONS	\$	489,451.51
CAPITAL OUTLAY	\$	42,496.34
PARK CUMULATIVE RESERVE FUND	\$	27,997.29
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	4,267.76
COMMUNITY DEV BLOCK GRANTS (CAPITAL)	\$	1,125.00
FINCH MEMORIAL ARBORETUM FUND	\$	-

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	404,240.22
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GOLF:

SALARIES & WAGES	\$	147,967.82
MAINTENANCE & OPERATIONS	\$	145,867.97
CAPITAL OUTLAY	\$	19,096.05

TOTAL EXPENDITURES:	\$	2,330,556.69
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**Sales Tracking Report 1 - Customer/Item
City of Spokane Annual report**

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From 07/01/2015 thru 07/01/2016

Item	Pack	Size	Brand	Description	MPC Code	Cases		Splits		Total Price			Average Price
						Qty	Price	Qty	Price				
059782 RIVERFRONT PARK; 507 N HOWARD ST; SPOKANE, WA 99201-0811													
0220016	24	2 OZ	SUNRICH	APPLE RED SLI FRSH	1804537	3	35.10			35.10			11.70
5544523	72	3.9 OZ	MOTTS	APPLESAUCE NATURAL 4 OZ	21137	7	180.80			180.80			25.83
8270631	6	3LB	SYS IMP	APTZR CHEESE MAC WEDGES BTR	41010873	6	432.30			432.30			72.05
8337503	8	2# TUB	CASASOL	AVOCADO HASS FR5 CHNK PULP HPP		1	50.35			50.35			50.35
1921287	1	300 CT	DAILYS	BACON PRECOOKED E/E REG SLI #2	48120	32	1,068.00			1,068.00			33.38
2426070	3	100 CT	HORMEL	BACON PRECOOKED SLI SANDWICH	3729	3	117.45			117.45			39.15
3277458	12	6CT	BBRLCLS	BAGEL ASSORTED 4OZ SLI SLVD	63511	2	63.95			63.95			31.98
8342602	6	#10	BBRLCLS	BEAN BAKED WESTERN STY	8342602	8	250.00			250.00			31.25
3289115	2	5LB	ROCKINL	BEEF BBQ SWEET SAUCE	BBQ400RL	2	89.94			89.94			44.97
7863394	2	5#AVG	COUGR C	BEEF BRISKET SMK SLI	SBB100CSL	5	355.21			355.21			71.04
9468141	60	2.6 OZ	CAB	BEEF GRND PTY RND 80/20 FRZ		8	278.00			278.00			34.75
6294623	40	4 OZ	CAB	BEEF PATTY CHK FC SEA HS FRZ	25-940	69	4,626.15			4,626.15			67.05
1561364	40	4 OZ	FIRECLS	BEEF PATTY FC SEA HS FRZ	1561364	22	1,275.40			1,275.40			57.97
1561380	53	3 OZ	FIRECLS	BEEF PATTY FC SEA HS FRZ	1561380	27	1,570.15			1,570.15			58.15
2033447	6	2 LB	HORMEL	BEEF ROAST SLI BTM RND .66OZ	22743	4	259.80			259.80			64.95
8563165	48	4 OZ	SYS CLS	BEEF STEAK PHILLY SIR BRKWY	8563165	1	59.90			59.90			59.90
2925915	4	5 LB	CASASOL	BEEF TACO MEAT PRCK	TACO101CS	1	52.45			52.45			52.45
2036481	12	.5 PT	PACKER	BLUEBERRY FRESH	249185	1	22.85			22.85			22.85
5988688	12	32OZ	TBLCRFT	BOTTLE PLAS SQUEEZE CLEAR	32C	2	39.80			39.80			19.90
4134201	1000	8OZ	DART	BOWL FOAM WHITE 8OZ	8B20	7	242.20			242.20			34.60
5339799	8	36 OZ	STNGRND	BREAD LOAF HNY WHEAT DELI 3/4"	9025	11	264.90			264.90			24.08
9669300	12	10 CT	MKZ CLS	BREAD PITA 7"	9669300	1	31.35			31.35			31.35
1309863	12	10 CT	KRONOS	BREAD PITA PLAIN 7 IN	2105	5	143.25			143.25			28.65
9843830	12	24 OZ	SYS CLS	BREAD WHITE RND TOP	60431	10	192.30			192.30			19.23
5335274	8	28 OZ	STNGRND	BREAD WHITE SL DELI 3/4"	2034	17	408.60			408.60			24.04
2071751	4	3 LB	SYS NAT	BROCCOLI FLORET MINI ICELESS				6	34.81	34.81			5.80
6511265	6	12 CT	SYS CLS	BUN HAMBURGER 4.5" 2.7OZ	60415	73	1,332.25			1,332.25			18.25
6510911	6	12 CT	SYS CLS	BUN HAMBURGER 4IN 1.75 OZ	60413	7	123.55			123.55			17.65
7097944	6	4 CT	ENER-G	BUN HAMBURGER GLUTEN FREE	EF4115	3	119.70			119.70			39.90
0758401	24	4 IN	UDISHFD	BUN HAMBURGER GLUTEN FREE IW	UGF806441	2	47.80			47.80			23.90
6435267	8	12 CT	SYS CLS	BUN HOT DOG PLAIN 6" 1.9 OZ	60412	48	1,017.60			1,017.60			21.20
0239448	6	12 CT	STNGRND	BUN KAISER EGG WHT 4.5	2019	4	105.00			105.00			26.25
2414181	3	1 GAL	BUTR-IT	BUTTER ALTERNATE LIQ ZTF	103072 I8	5	171.25			171.25			34.25
1675701	4	5 LB	SYS NAT	CABBAGE GREEN SHRD FRSH W/BAG				18	77.97	77.97			4.33
2616276	2	36CT	HERSHEY	CANDY BAR CHOC MILK	34000 24046	2	94.55			94.55			47.28
5488366	12	36 CT	HERSHEY	CANDY BAR CHOC MILK	24000			3	66.45	66.45			22.15
2616284	2	36CT	HERSHEY	CANDY BAR KIT KAT	34000 24626	3	140.75			140.75			46.92



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4599775	12	36 CT	HERSHEY	CANDY BAR KIT KAT 1.5 OZ	24600			5	110.75	110.75					22.15
1793837	8	48 CT	SNICKER	CANDY BAR SNICKER 1.86 OZ	256479			5	147.80	147.80					29.56
7388200	60	EA	AMERLIC	CANDY LICORICE SUPER ROPE W/ST	8136	16	621.60			621.60					38.85
4364774	8	48 CT	M&M	CANDY M&M PLAIN 1.69 OZ	1231			2	59.12	59.12					29.56
7700404	4	5 LB	SYS NAT	CARROT BABY CUT PLD				10	51.74	51.74					5.17
1750041	2	3 LB	SYS NAT	CAULIFLOWER FLORET MINI CUT	1750041			1	9.05	9.05					9.05
1071265	4	5 LB	PACKER	CELERY STICK FRESH				9	69.77	69.77					7.75
1675776	4	5 LB	SYS NAT	CELERY STICK FRESH	1675776			1	6.98	6.98					6.98
5103072	4	5 LB	BBRLCLS	CHEESE AMER SHRP 160 SLI YEL	31504	18	790.45	3	31.74	822.19					43.91
2818831	4	5LB	CASASOL	CHEESE CHDR MILD FTHR SHRD YEL		16	741.40	21	234.64	976.04					46.34
7879737	8	1.5 LB	BBRLIMP	CHEESE CHDR MLD SLI INT .75 YL	98950	6	206.65			206.65					34.44
2845012	1	10#AVG	GR LAKE	CHEESE CHDR SHARP PRINT WHT NE	16	11	282.63			282.63					25.69
7985807	2	5 LB.	TILAMOK	CHEESE CHDR WHITE X SHARP	2587	3	149.40			149.40					49.80
1829748	4	5 LB	GR LAKE	CHEESE CHDR YEL MILD FTHR SHRD	99803	1	45.20			45.20					45.20
3717188	100	1 OZ	PHILA	CHEESE CREAM ORIG POUCH	2.10006E+11										
3717279	100	1 OZ	PHILA	CHEESE CREAM ORIG SPREAD CUP	1.0021E+13	1	22.00			22.00					22.00
6330427	100	1 OZ	BBRLIMP	CHEESE CREAM SQUEEZE POUCH	39813	1	21.15			21.15					21.15
6805014	4	2.5 LB	STELLA	CHEESE FETA CRUMBLES	396157	6	151.30	23	148.58	299.88					25.22
0020402	6	5LB	AREZIMP	CHEESE MOZZ 80-10-10 SHRD	Jan-24			1	10.88	10.88					10.88
1552272	8	1 LB	AREZZIO	CHEESE MOZZ FRSH CRYO LOG	95			7	26.32	26.32					3.76
9742446	2	5 LB	AREZZIO	CHEESE PARMESAN SHAVED IMPORT	ARG07660S	8	392.25	4	98.09	490.34					49.03
7238512	4	5 LB	CASASOL	CHEESE PROC PEPPER JK 120 SLI	6921			4	58.92	58.92					14.73
1131938	8	1.5 LB	BBRLIMP	CHEESE PROV NONSMK SLI INT .75	98948	1	40.25			40.25					40.25
2204790	4	4 LB	SYS IMP	CHEESE STICK MOZZ ITAL BRD	41010120	1	71.80			71.80					71.80
0756553	168	1 OZ	AM HRTG	CHEESE STRING BULK PK IW	19148	1	40.80			40.80					40.80
1622075	10	1 LB	SCHRBER	CHEESE SWISS SLI 320 CT .5 OZ	23010	9	337.90			337.90					37.54
5103064	4	5 LB	BBRLCLS	CHEESE SWISS/AMER 160 SLI	34914	1	40.60			40.60					40.60
0126003	40	4 OZ	BRKBUSH	CHICKEN BRST FIL CKD GAR HRB	4205	9	413.10			413.10					45.90
8666214	40	4 OZ	SYS CLS	CHICKEN BRST GRL MRK PCK	24948-895	21	931.80			931.80					44.37
3714086	40	4 OZ	BRKBUSH	CHICKEN BRST PRECKD GRL MARKS	4201	9	396.45			396.45					44.05
7386139	100	1.6 OZ	BRKBUSH	CHICKEN BRST STRIP SMARTSHAPE	5842	152	4,639.20			4,639.20					30.52
2557999	2	5 LB	BRKBUSH	CHICKEN BRST STRIP W/GRIL MARK	5211	47	1,870.60			1,870.60					39.80
3443769	2	5 LB	BRKBUSH	CHICKEN POPCORN ORG WHT-DK BRD	5573	5	153.75			153.75					30.75
0302754	1	10 LB	BRKBUSH	CHICKEN WING BRD BNLS BRBN	7303	3	109.65			109.65					36.55
5512033	104	1 OZ	SUNCHIP	CHIP MULTIGRAIN ORIG SS	11151	19	578.55			578.55					30.45
9550674	6	2 LB	CASASOL	CHIP TORTILLA CORN WHT RND	8425	22	439.45			439.45					19.98
1655608	24	1.5 OZ	FDSHTGD	CHIP TORTILLA MULTGRN GLTN FR		1	15.70			15.70					15.70
1197965	4	128 OZ	TREETOP	CIDER APPLE 100%	103799	4	78.80			78.80					19.70



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1362734	10	3 CT	PACKER	CILANTRO BUNCH ICELS				1	1.68	1.68				1.68
7681477	4	32OZ	KEYSTON	CLEANER DEGRSR GHG TMP GRL RTU	6100056	1	46.10			46.10				46.10
2514028	1	2.5GAL	KEYSTON	CLEANER FLOOR SANI WASHN WALK	6100739	8	692.40			692.40				86.55
3325884	1	2.5GAL	ECOLAB	CLEANER FLOOR SANI WSH N WALK	6100731	3	402.36			402.36				134.12
2196897	1	2.5GAL	ECOLAB	CLEANER FLOOR WASH WALK RNS NP	14278	4	499.04			499.04				124.76
7677794	12	2 LB	CITAVO	COCOA MIX DISPENSER DUTCH	9.9999E+11	22	1,289.20			1,289.20				58.60
4127312	12	1.75LB	NESTLE	COCOA MIX SUPREME	5000012192	6	423.50			423.50				70.58
6512768	1	10 LB	ICELNDC	COD BTRD BREWER S CH 2 OZ	10001652	12	698.60			698.60				58.22
5555796	6	2 LB	NESCAFE	COFFEE CAPP FRCH VAN	28000990190	1	57.90			57.90				57.90
2394425	3	400 GM	NESCAFE	COFFEE FRZDRY SMOOTH	12224892	2	162.80			162.80				81.40
0183109	42	2 OZ	SBESTCF	COFFEE GRND LEVEL 4	11008559	13	651.70			651.70				50.13
4008033	10	100 CT	EAT-ALL	CONE CAKE #1D FLRE TOP DISPNSR		8	507.60			507.60				63.45
5490610	6	100 CT	EAT-ALL	CONE CAKE #34DJ FT BTM DSP JKT	80022	6	380.40			380.40				63.40
4097408	4	200 CT	EAT-ALL	CONE SUGAR #204B HONEY ROLLED	80031	3	174.60			174.60				58.20
2830149	12	18 CT	COLOSSO	CONE WFFL MED WCM	80037	7	341.70			341.70				48.81
8146555	150	9X9	EARTHCH	CONTAINER PAPER HNG FBR 3COMP	YMFH0903000	4	192.20			192.20				48.05
8146074	500	6X6	EARTHCH	CONTAINER PAPER HNG FBR BLND	YMFH0080000	1	70.40			70.40				70.40
5570114	160	9X6X4	FOLDPAK	CONTAINER PAPER RECT BIO-PAK	BIO-PAK#4	20	1,040.75			1,040.75				52.04
2726883	150	24 OZ	VERSTNR	CONTAINER PLAS MICRO BLK W/LID	NC723B	1	48.40			48.40				48.40
2872372	1	10 LB	SYS CLS	COOKIE ASST 324 CT	30100-33093	10	273.00			273.00				27.30
1447426	16	1.25OZ	DRLUCYS	COOKIE CHOC GLUTEN FREE	DL1297	1	23.55			23.55				23.55
6400051	4	2.5LB	NABISCO	COOKIE CRUMB OREO MED CRUNCH	1.932E+11	1	37.35			37.35				37.35
7287758	72	4 OZ	SYS CLS	CORN DOG ALL MEAT HNY BTR	87758	10	377.40			377.40				37.74
1678051	2	5 LB	SYS CLS	CORN DOG CHKN MINI HNY BTR .67	78051	1	25.65			25.65				25.65
0865935	20	3.8 OZ	NABISCO	CRACKER RITZ	1.00193E+13	6	129.80			129.80				21.63
6935793	48	10Z	NABISCO	CRACKER RITZ BIT SND W/CHS T/P	19320000911	2	43.20			43.20				21.60
7080692	60	1.75OZ	NABISCO	CRACKER WHEAT THINS VEGGIE TSD	1.932E+11	2	58.40			58.40				29.20
0284861	2	5 LB	WHLFARM	CREAM SOUR ALL NAT GRADE A	2805300	1	13.35			13.35				13.35
4828554	12	32 OZ	WHLFARM	CREAMER HALF & HALF ESL	3162500	4	101.60	91	197.72	299.32				25.40
7729959	2000	2.0 GM	WHLFARM	CREAMER NON-DAIRY PWDR PKT	11770	1	36.50			36.50				36.50
7763739	8	2.5 LB	SYS CLS	CROUTON CHEESE/GARLIC CUBE ZTF	74932	1	38.35			38.35				38.35
4614830	1	24 CT	PACKER	CUCUMBER FRESH		1	19.05			19.05				19.05
2572273	1	5 LB	SYS IMP	CUCUMBER FRESH SUPER SEL		79	771.80			771.80				9.77
4088829	40	25 CT	SYSCO	CUP FOAM 8 OZ	88829	8	159.00			159.00				19.88
1993718	16	75CT	SYSTRNZ	CUP PAPER CLD POLY SQT 12OZ	D12SCCTDZ	10	579.40			579.40				57.94
1373269	1000	12OZ	EARTHCH	CUP PAPER HOT PLA 12 OZ	DPHC12EC	14	1,392.65			1,392.65				99.48
1995663	20	50CT	SYS CLS	CUP PAPER HOT WHT TALL 12OZ	D12THCWSYS	2	130.50			130.50				65.25
7762026	10	70 CT	SYS IMP	CUP PLAS CLR PET 12-14 OZ	YP1412CSYS	8	395.65			395.65				49.46



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7474812	10	70 CT	SYS IMP	CUP PLAS CLR PET 16 OZ	YP160CSYS	3	193.20			193.20				64.40
8154504	696	16OZ	EARTHCH	CUP PLAS CLR PLA 16-18 OZ LOGO		16	856.70			856.70				53.54
7790239	12	200CT	SYS REL	CUP PLAS PRTN TRANS 2OZ	YS200SYS	7	240.10			240.10				34.30
2118418	24	3 OZ	BKRSIMP	DANISH ASST IW	22115	2	39.30			39.30				19.65
8343832	4	1 GAL	ECOLAB	DELIMER MACH LOPHOS LIMAWAY NP	18700	1	80.17			80.17				80.17
4350989	4	1GAL	ECOLAB	DETERGENT HAND LIQ PAN DANDY	11262	5	516.25			516.25				103.25
3503927	2	4LB	KRONOS	DIP HUMMUS	383452	16	366.45			366.45				22.90
1853704	36	6 OZ	SYS IMP	DIP SPINACH ARTICHOKE QUICK	41010425	1	55.75			55.75				55.75
0283814	144	.5 OZ	BAKEBOY	DONUT CAKE MINI W/SUGAR PKT	35672	1	19.25			19.25				19.25
5438205	4	1 GAL	SYS IMP	DRESSING CAESAR CREAMY RFG	71706SYS	2	105.50	9	118.71	224.21				52.75
7139546	2	1 GAL	SYS IMP	DRESSING CUSABI AND DIP	13430-SXS	3	90.90			90.90				30.30
1987720	4	1 GAL	MARZETI	DRESSING HONEY MUSTARD STONE	83792			3	36.54	36.54				12.18
4003687	4	1 GAL	SYS CLS	DRESSING ITALIAN GOLDEN	71353SYS	2	73.60	7	64.40	138.00				36.80
2392538	2	1 GAL	LITEHSE	DRESSING RANCH CNTRY	16415	64	1,612.80			1,612.80				25.20
3887872	2	1 GAL	SYS CLS	DRESSING RANCH SRIRACHA FIRE	21374SYS	4	103.20			103.20				25.80
6475321	2	1 GAL	SYS IMP	DRESSING RASPBERRY VINGT FTFR	71759SYS	1	24.70			24.70				24.70
8112336	2	1GAL	SYS IMP	DRESSING SESAME TOASTED	75507SYS	1	31.55			31.55				31.55
0100834	6	46OZ	SYS IMP	DRINK FRUIT PUNCH NECTAR THICK	3314	2	25.30			25.30				12.65
4130811	12	2 GAL	TWIST	DRINK MIX FRUIT PUNCH 2X1	85477	2	34.10			34.10				17.05
3465855	1	15 DZ	PACKER	EGG SHELL LG PAST-GENERIC LABL		1	57.60			57.60				57.60
3602976	1	15 DZ	WHLFARM	EGG SHELL LG WHITE PAST USDA A	74865632843	7	282.65			282.65				40.38
3767130	1	15 DZ	DAVIDSN	EGG SHELL MED WHT PAST	19115	2	96.00			96.00				48.00
7435266	1	18"	SYS CLS	FILM PVC ROLL 2000FT	9063	2	48.40			48.40				24.20
5950670	2	500 CT	SYSCO	FILTER COFFEE 12CUP 9.75 X4.5"	481025513-SY	1	11.50			11.50				11.50
6938526	12	200 CT	SYSCO	FOIL SHEET 12X10.75 SILVER	W69370	2	197.60	29	239.28	436.88				98.80
5718178	24	40 CT	DIXIE	FORK PLAS REFILL MW SMTSK BLK	SSF51	12	363.00			363.00				30.25
7947304	1000	CT	SYS CLS	FORK PLAS WHT MED HVY MDLNGTH	YMWFWSYS	1	38.50			38.50				38.50
1137702	2	5 LB	BBRLIMP	FRANK ALL-BEEF 4X1 6 IN	7486506798	11	310.25			310.25				28.20
2430951	2	5#	NATHANS	FRANK ALL-BEEF 4X1 6"	88313 97114	24	901.00			901.00				37.54
1006725	2	5 LB	BBRLCLS	FRANK ALL-MEAT 6X1 6 IN	7486506793	47	1,166.35			1,166.35				24.82
1073485	2	5 LB	BBRLCLS	FRANK ALL-MEAT 8X1 6 IN	7486506795	1	25.20			25.20				25.20
3566734	6	3#	CHRISRH	GARLIC CLOVE RSTD	ROSD3P			1	11.36	11.36				11.36
1821537	4	5LB	SYS NAT	GARLIC PEELED FRESH JAR	71001			5	94.95	94.95				18.99
6418966	4	5 LB	PACKER	GARLIC PEELED WHL				5	69.36	69.36				13.87
8348740	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV LG	303363273	20	443.00			443.00				22.15
8348708	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV MED	303363272	22	486.00			486.00				22.09
8347007	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV SML	303363271	1	21.60			21.60				21.60
1482482	24	2 OZ	SUNRICH	GRAPE RED DRY PK	1607848	3	46.35			46.35				15.45



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2463164	1	4 LB	SYS IMP	GRAPE RED SDLS FRESH		4	50.90			50.90			12.73
5793963	12	8X4IN	SYSCO	GRILL BRICK 3.5IN THICK	SYS-GB-100	3	76.35			76.35			25.45
1790047	6	2 LB	HORMEL	HAM SLICED CKD .66 OZ FRSH	48483	13	468.75			468.75			36.06
8286429	4	2.5 LB	BBRLCLS	HAM SLICED HNY SMK W/A FRSH	HHN850SLB	2	85.95			85.95			42.98
8644718	2	24EACH	BLU BNY	ICE CREAM BAR CRUN	1049475	2	37.20			37.20			18.60
1669597	48	3 OZ	BLU BNY	ICE CREAM BAR FUDGE	1027703	2	27.60			27.60			13.80
1719806	2	24 CT	BLU BNY	ICE CREAM BAR HOMEMADE VAN	218100	2	38.10			38.10			19.05
6206916	24	3 OZ	BLU BNY	ICE CREAM BAR NUTT N BETTER	1030457	1	18.10			18.10			18.10
1666148	48	3 OZ	BLU BNY	ICE CREAM BAR ORANGE DREAM	1027728	1	13.80			13.80			13.80
2109395	24	4 OZ	BLU BNY	ICE CREAM HEATH BAR KNG SZ	1030489	2	35.20			35.20			17.60
1666155	48	3.5 OZ	BLU BNY	ICE CREAM SANDWICH VAN	1027653	1	19.05			19.05			19.05
5102744	48	5.5 OZ	TREETOP	JUICE APPLE UNSWEETENED FCY	100581	52	936.60			936.60			18.01
4005989	6	#10	HUNTS	KETCHUP FCY	2700038251	1	22.55			22.55			22.55
4136768	1000	9 GM	HEINZ	KETCHUP PACKET FCY	1.3001E+11	28	903.25			903.25			32.26
4908760	1000	9 GM	HUNTS	KETCHUP PACKET FCY	2700038287	18	406.80			406.80			22.60
8747859	1000	9 GM	HSE REC	KETCHUP PACKET FCY FOIL	HOUY59G	1	19.70			19.70			19.70
5718749	24	40 CT.	DIXIE	KNIFE PLAS REFILL MW SMTSK BLK	SSK51	4	123.50			123.50			30.88
7966912	1000	CT	SYS CLS	KNIFE PLAS WHT MEDHVV MDLNGTH	YMWKWSYS	1	38.35			38.35			38.35
2252039	1	140 CT	SYS CLS	LEMON CH FRESH		1	36.50			36.50			36.50
7412596	1	12 CT	SYS IMP	LEMON FRESH		18	197.65			197.65			10.98
6640569	1	10 LB	SYS NAT	LETTUCE GREEN LEAF CROWNS		7	140.70			140.70			20.10
2189819	6	2 LB	SYS NAT	LETTUCE ROMAINE CHOPPED FRESH		115	2,143.10			2,143.10			18.64
6640494	1	10 LB	SYS NAT	LETTUCE ROMAINE CROWN LEAVES	6640494	13	259.60			259.60			19.97
1675529	4	5 LB	SYS NAT	LETTUCE SHREDDED 1/8" FRESH	1675529	6	104.65	64	294.66	399.31			17.44
7877162	12	75 CT	PRAIRIE	LID PLAS CLR DOME 16-24 OZ	YPDL24C	7	395.45			395.45			56.49
7790795	24	100CT	SYS IMP	LID PLAS CLR F/1.5-2.5OZ PRTN	YLS2FRSYS	6	189.40			189.40			31.57
7591136	15	61CT	EARTHCH	LID PLAS CLR PLA FLT W/SLT EC		2	89.40			89.40			44.70
2000521	10	100CT	SYS CLS	LID PLAS WHT DOME F/10-20OZ	DDL124WDSY	9	388.50			388.50			43.17
2737912	2	1000CT	HOFMSTR	LINER PAPER BSKT 12X12 RED CK	110854	1	68.55			68.55			68.55
3433101	6	76 OZ	GLDNSFT	MARGARINE SPREAD	20933GNT	2	65.85			65.85			32.93
4002432	4	1 GAL	SYS REL	MAYONNAISE HEAVY DUTY	71416SYS	2	52.70	14	90.31	143.01			26.35
4219218	500	12 GM	SYS CLS	MAYONNAISE PKT FOIL	47002SYS	8	266.50			266.50			33.31
7673700	2	5 LB	AREZZIO	MEATBALL BF/CHKN ALL PURP 1OZ	MPC CORRECT	5	114.80			114.80			22.96
6908115	1	3 CT	SYS IMP	MELON CANTALOUPE FANCY FRSH	6908115	2	20.75			20.75			10.38
3855293	1	1 CT	SYS IMP	MELON WATERMELON SDLS FRESH		3	35.25			35.25			11.75
2206175	1	4-6 CT	PACKER	MELON WATERMELON WHLS DLS FRSH		8	300.40			300.40			37.55
8981656	2	1 GAL	DARIGLD	MILK 1% GALLONS	340350	2	15.00			15.00			7.50
2441285	2	1 GAL	WHLFARM	MILK 2% REDUCED FAT	62	2	15.60			15.60			7.80



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8981649	2	1 GAL	DARIGLD	MILK HOMOGENIZED WHL	340348	3	25.50			25.50			8.50
2441368	2	1 GAL	WHLFARM	MILK SKIM	340500	4	28.60			28.60			7.15
8981664	2	1 GAL	DARIGLD	MILK SKIM GALLONS	340351	2	14.60			14.60			7.30
8068163	24	4 OZ	OTSPKMY	MUFFIN APPLE CIN/PECAN SUPREME	6245	2	47.90			47.90			23.95
7812932	162	1 OZ	BKRSIMP	MUFFIN ASST BLU/BAN/LEMON	75749	1	37.90			37.90			37.90
8068159	24	4 OZ	OTSPKMY	MUFFIN BLUEBERRY CRUMB SUPREME	6201	2	48.00			48.00			24.00
8068690	24	4 OZ	OTSPKMY	MUFFIN CHOCOLATE CHUNK SUPREME	6220	2	48.05			48.05			24.03
2393502	6	8 CT	THOMAS	MUFFIN ENGLISH SANDWICH 3 OZ	94050	1	20.85			20.85			20.85
1279801	96	2.25OZ	OTSPKMY	MUFFIN VARIETY BLU/BAN/CHCHIP	19101	1	50.10			50.10			50.10
4006649	500	1/5 OZ	HEINZ	MUSTARD PKT	1.30005E+11	4	62.15			62.15			15.54
5106059	1000	5.5 GM	SYS CLS	MUSTARD PKT	7.48652E+11	10	223.45			223.45			22.35
9283219	24	250CT	EASYNAP	NAPKIN DISP EASYNAP WHITE MYLR	32002	21	1,251.00			1,251.00			59.57
5331927	8	375 CT	SYS CLS	NAPKIN DNR 15X16.25 2PLY 1/8F	NP310A-SYS	1	38.60			38.60			38.60
5846714	3	1GAL	AREZZIO	OIL OLIVE EXTRA VIRGIN ITALY	1131	1	65.60	4	92.98	158.58			65.60
4086260	12	12OZ	SYS SUP	OIL SESAME SEED JAPANESE	IMP886470			1	4.28	4.28			4.28
0262154	6	#10	LINDSAY	OLIVE BLACK PITTED X-LG	322004	1	53.95			53.95			53.95
6964589	6	2 KG	LINDSAY	OLIVE KALAMATA EXTRA LG PTD	E07204			23	330.86	330.86			14.39
1039494	1	5 LB	SYS IMP	ONION RED FRESH JUMBO	005CROS	1	8.05			8.05			8.05
1094663	1	25 LB	SYS IMP	ONION RED FRESH JUMBO		7	127.80			127.80			18.26
8313967	1	25 LB	SYS IMP	ONION RED JMBO FRSH BOX	125JRCTS	3	71.10			71.10			23.70
8877748	1	25 LB	SYS IMP	ONION RED MED FRSH CTN	8877748	6	121.30			121.30			20.22
0875704	1	5LB	PACKER	ONION RED SLI 3/16" TRAY PK		1	14.50			14.50			14.50
8313918	1	50 LB	SYS IMP	ONION YELLOW JMBO FRSH BOX	8313918	1	20.35			20.35			20.35
6686349	1	5 LB	SYS IMP	ONION YELLOW JUMBO FRSH CARTON		9	59.35			59.35			6.59
5856265	1	20 CT	SYSCO	PAD GRIDDLE 4X6	GP20	2	18.00			18.00			9.00
1376805	1	20CT	SYSCO	PAD SCOUR GRN 6X9IN ANTIMICRO	SYS-S096A	4	44.60			44.60			11.15
4257960	6	22 OZ	SYS IMP	PAN COATING ARSL CONC	99894COM	8	228.80			228.80			28.60
1362724	10	3 CT	PACKER	PARSLEY BUNCH ICELS				7	12.10	12.10			1.73
1815072	10	3 BNCH	SYS NAT	PARSLEY FRESH BUNCHED & WASHED				1	1.80	1.80			1.80
1028091	4	12 CT	RICHS	PASTRY ECLAIR CHOC 2 OZ	8432	3	101.10			101.10			33.70
2023125	48	3.4OZ	GRDNBRG	PATTY VEG ORIGINAL VEGGIE BURG	8405900006	4	187.80			187.80			46.95
4009189	6	5 LB	SYS CLS	PEANUT BUTTER CREAMY	1744			1	9.59	9.59			9.59
8106759	12	7 OZ	RIOLUNA	PEPPER CHIPOTLE ADOBO SAUCE	950326	1	17.15			17.15			17.15
6686505	1	5 LB	SYS IMP	PEPPER GREEN BELL MED FRSH		3	38.70			38.70			12.90
1131929	1	5GAL	BBRLCLS	PICKLE CHIP KK 5/16IN1000/1200	9615140185	1	30.20			30.20			30.20
7469893	4	1 GAL	BBRLCLS	PICKLE SLI DILL HAM KK 3/16 PR	12722860185	2	48.75	3	18.39	67.14			24.38
4521621	4	1 GAL	BBRLCLS	PICKLE SLI DILL HAM SC 1/8 PLS	12722890185	6	183.60			183.60			30.60
6104796	1	5 GAL	PLSNTVL	PICKLE SPR DELI SML 400/450	GL45	1	33.25			33.25			33.25



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1131960	1	5 GAL	BBRLCLS	PICKLE SPR KO 215/265CT REF	9615170185	2	63.80			63.80			31.90
5198791	1	3 CT	SYS IMP	PINEAPPLE FRESH		1	15.45			15.45			15.45
4106498	6	#10	DOLE	PINEAPPLE TIDBIT JCE FCY	553	1	36.40			36.40			36.40
0302978	8	125CT	TREEFRE	PLATE PAPER 6.75 SQ ERTHWSE	760020	2	162.30			162.30			81.15
2183263	4	250CT	SYSTRNZ	PLATE PAPER 6.875IN TRNDZ MED	DP7SS0042TD								
0407433	4	125CT	EARTHCH	PLATE PAPER MLD FBR 10	MC500100002	16	1,087.55			1,087.55			67.97
0310658	4	125 CT	EARTHCH	PLATE PAPER MLD FBR 9 ERTH CH	YMC50009000	21	1,007.05			1,007.05			47.95
7439502	4	125 CT	EARTHCH	PLATTER PAPER MLD FBRWHT12.5EC	YMC50047000	2	149.10			149.10			74.55
6278711	4	125 CT	EARTHCH	PLATTER PAPR PULP 7.5X10	MC5-0043-000	4	288.00			288.00			72.00
8202418	25	16"	CATERLN	PLATTER PLAS CLR	A716PCL25	1	54.25			54.25			54.25
8975898	2	5 LB	AUSTBLU	PORK BBQ SMKD PULLED PREMIUM	13426	25	1,016.25			1,016.25			40.65
1998861	6	5LB	SYS IMP	POTATO FRY 3/8 ULTIMATE CRISP	1.07347E+13	16	382.40			382.40			23.90
2134344	6	5 LB	MCCAIN	POTATO FRY SKON 3/8 HVY BTR	MCX49	262	7,482.78			7,482.78			28.56
2000139	6	4.5LB	SYS IMP	POTATO FRY SKON WAFFLE	1.07347E+13	1	25.90			25.90			25.90
3419199	6	2.5 LB	MCCAIN	POTATO FRY SWEET 3/8	MCF03725	6	161.64			161.64			26.94
8370583	5	3LB	SYS IMP	POTATO SWEET FRY WAVE	L4000	29	764.40			764.40			26.36
1027267	6	5 LB	SYS IMP	POTATO TATER BARREL NW	I07	47	1,181.65			1,181.65			25.14
0013553	6	5LB	ORE IDA	POTATO TATER TOT VERSITOT	OIF00215A	38	1,141.90			1,141.90			30.05
1570878	350	.3 OZ	SUPRPTZ	PRETZEL SOFT BAKED BITE	3085	2	52.60			52.60			26.30
2001402	50	5 OZ	BBRLCLS	PRETZEL SOFT KNG	2001402	72	2,652.15			2,652.15			36.84
3039722	32	5 OZ	PROPEL	PRETZEL SOFT KNG SZ	PPP32K	3	93.90			93.90			31.30
7543432	1	1/4 OZ	TORANI	PUMP DISP F/ TORANI SYRUPS	TC661	2	9.30			9.30			4.65
4541280	200	9 GM	HEINZ	RELISH SWT GRN PKT	78000709	16	240.70			240.70			15.04
5848031	6	36 OZ	SYS IMP	RICE SPANISH	P1SY363C1	1	27.35			27.35			27.35
3817901	4	2 LB	PACKER	SALAD MIX POWER BLEND				2	8.52	8.52			4.26
1483718	3	8 LB	SYS CLS	SALAD POTATO & EGG CNTRY STYLE	71117.67546	19	690.65			690.65			36.35
1034594	3	8 LB	SYS CLS	SALAD POTATO REGULAR	71117.67504	1	32.25			32.25			32.25
2115442	2	5 LB	WILSON	SALAMI HARD SLI	104445-654	4	160.00			160.00			40.00
5047519	4	1 GAL	LA VICT	SALSA PICANTE MILD	2159	1	37.45	2	19.58	57.03			37.45
4043378	4	5 LB	LAWRYS	SALT SEASONED	2150080620			6	87.62	87.62			14.60
7006331	1	2.5GAL	ECOLAB	SANITIZER OASIS 146 MULTI QUAT	17708	2	261.50			261.50			130.75
4005526	4	1 GAL	CATLMEN	SAUCE BBQ ORIGINAL	MPC_CORREC			2	22.12	22.12			11.06
4953311	4	1 GAL	SYS CLS	SAUCE BBQ SMOKEY	71425SYS	3	125.25	10	104.40	229.65			41.75
7638640	24	14 OZ	OCNSPRY	SAUCE CRANBERRY JELLIED	1605	1	35.85			35.85			35.85
4005567	4	1 GAL	KIKOMAN	SAUCE SOY	171			3	28.18	28.18			9.39
4096368	4	1 GAL	SYS IMP	SAUCE TARTAR HIDDEN COVE	71461SYS			8	77.68	77.68			9.71
7383542	40	4 OZ	HILL MT	SAUSAGE GERMN 4/1SKLS SPECBLND	44821	2	58.00			58.00			29.00
1602291	1	10 LB	HORMEL	SAUSAGE PORK PTY CKD 20Z CN	22054	1	25.60			25.60			25.60



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1589332	160	1 OZ	SYS CLS	SAUSAGE PORK PTY CKD MILD 1 OZ	19696	1	29.30			29.30			29.30
5325360	4	5 LB	JOHNNYS	SEASONING SALT	60			1	11.48	11.48			11.48
8501959	6	.5 GAL	DARIGLD	SHAKE MIX CHOC 4.5%	340310	58	1,155.55			1,155.55			19.92
8796658	6	.5 GAL	DARIGLD	SHAKE MIX VAN 6%-UP	340311	67	1,322.70			1,322.70			19.74
7626013	1	35 LB	SYS CLS	SHORTENING FRY CANOLA CLR ZTF	90101COM	5	120.00			120.00			24.00
4518403	1	35 LB	SYS REL	SHORTENING FRY LIQ CLR ZTF	99880COM	73	1,607.46			1,607.46			22.02
6406177	4	3 LB	TAMP MD	SHRIMP BRD PCS LG	38522	5	267.50			267.50			53.50
2102479	10	10/100	HANGARD	SKEWER BAMBOO 10"	305214012			1	4.89	4.89			4.89
2102509	10	10/100	HANGARD	SKEWER BAMBOO 6"	305214014			2	5.70	5.70			2.85
2102483	10	10/100	HANGARD	SKEWER BAMBOO 8"	305214013			2	7.46	7.46			3.73
2093518	96	1.34OZ	KELLOGG	SNACK BAR CEREAL RICEKRSP CHOC		1	34.60			34.60			34.60
7558299	4	20 CT	KELLOGG	SNACK BAR RICE KRISPIES TREAT	3800026547	1	39.45			39.45			39.45
2635241	60	2 OZ	POWERS	SNACK TRAIL MIX	181	1	25.80			25.80			25.80
3339066	6	750ML	ECOLAB	SOAP HAND DIGICLEAN MILD FOAM	23671	2	219.44			219.44			109.72
4381158	24	10 OZ	SCHWEPP	SODA CLUB	16600-51472	11	154.65			154.65			14.06
5228887	6	1 LB	IMP/MCC	SPICE GINGER GROUND	974283			1	13.43	13.43			13.43
5443087	3	1.5#	IMP/MCC	SPICE OREGANO WHL LEAVES MEX	900030448			1	21.38	21.38			21.38
5721461	24	40 CT	DIXIE	SPOON PLAS MW SMTSK REFILL BLK	SSS51	13	403.05			403.05			31.00
0191567	24	500CT	SYS CLS	STRAW PLAS TRANS JMB WRPD 7.75	YSTWJ77SYS2			33	120.62	120.62			3.66
5254657	25	200 CT	CELLO	STRAW SPOON PLAS RED UNWRP 8IN	SS825200RED	1	69.75			69.75			69.75
2108884	2	4 LB	PACKER	STRAWBERRY FRESH CALIF CLAMSHL		3	53.00			53.00			17.67
5087572	1	25 LB	SYS CLS	SUGAR GRANULATED XFINE CANE AK	401490	10	172.40			172.40			17.24
5050729	6	7.5 LB	HERSHEY	SYRUP CHOCOLATE PLAS JUG	30570			2	17.10	17.10			8.55
2414047	4	750 ML	TORANI	SYRUP ITALIAN CHERRY PET	601459			10	47.05	47.05			4.71
2413856	4	750 ML	TORANI	SYRUP ITALIAN HUCKLEBERRY PET	606271	2	37.65	8	37.63	75.28			18.83
2414011	4	750 ML	TORANI	SYRUP ITALIAN PEACH PET	89036602555	1	18.80	2	9.42	28.22			18.80
2413888	4	750 ML	TORANI	SYRUP ITALIAN RASP PET	89036602654	2	37.65	7	32.92	70.57			18.83
2414060	4	750 ML	TORANI	SYRUP ITALIAN STWBRY PET	89036602708	1	18.85	9	42.33	61.18			18.85
2413747	4	750 ML	TORANI	SYRUP ITALIAN VAN PET	89036602807			7	32.92	32.92			4.70
3458828	4	750ML	TORANI	SYRUP PASSION FRUIT PET	607051	1	19.80			19.80			19.80
6094171	6	24 CT	TAZO	TEA BAG GREEN ZEN	149900	1	20.40			20.40			20.40
4592689	1	100CT	ECOLAB	TEST STRIP CHLORINE	56226	2	11.50			11.50			5.75
2383651	1	3X5	SYS IMP	TOMATO 1 LAYER PREM FRESH		18	242.20			242.20			13.46
1008655	1	50 CT	SYS IMP	TOMATO 2 LAYER 5X5 FRESH		32	758.85			758.85			23.71
1008663	1	60 CT	SYS IMP	TOMATO 2 LAYER 5X6 FRESH		29	674.55			674.55			23.26
2203024	12	1 PT	SYS IMP	TOMATO CHERRY FRESH		5	119.75			119.75			23.95
6939383	12	1 PT	PACKER	TOMATO GRAPE FRESH		1	24.85			24.85			24.85
5052550	8	32 OZ	NESTLE	TOPPING CAPPUCCINO RISTRETTO	9490147520	7	1,000.90			1,000.90			142.99



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						Qty	Price	Qty	Price					
9814583	12	14 OZ	WHLFARM	TOPPING WHPD NON-DAIRY ASL	8990000	13	300.30			300.30				23.10
6073361	9	72 CT	DONPNCH	TORTILLA CORN WHT 4	79341.01144	2	33.00			33.00				16.50
5755358	10	12 CT	DONPNCH	TORTILLA FLOUR 12" HMSTY	79341.02712	2	61.90			61.90				30.95
4049195	8	12 CT	LA BAND	TORTILLA FLOUR 12IN PRSSD	27128	1	18.05			18.05				18.05
9627761	6	800 FT	GEORG P	TOWEL ROLL ENMOTION LRG 4AUTO	89460	10	634.25			634.25				63.43
6463582	2	250	S CHAMP	TRAY FOOD PAPR AMER FLAG 2.5 #	535	33	758.45			758.45				22.98
9987561	25	12IN	COMET	TRAY PLAS CATER RND CLR	A712PCL25	1	42.65			42.65				42.65
2528636	12	1 LB	JENNIEO	TURKEY BREAST SLI O/RSTD .5 FZ	2099	6	291.90			291.90				48.65
2477081	6	2 LB	HORMEL	TURKEY BREAST SLI SMK .67 OZ	38163	39	2,397.10			2,397.10				61.46
4069373	4	1 GAL	SYS CLS	VINEGAR APPLE CIDER 50 GRAIN	10993			1	5.88	5.88				5.88
4108932	24	500 ML	ATHWATR	WATER PURIFIED (16.9 OZ) PET	16400011	12	72.00			72.00				6.00
6714992	5	1000CT	ZENITH	WRAP DRY WAX SNDW BLUE CHECK	1270CB			5	79.65	79.65				15.93
7872211	6	12 CT	BBRLCLS	WRAP TORTILLA CHS/JALAP 12 IN	7821-070	1	21.05			21.05				21.05
8072787	6	12 CT	BBRLCLS	WRAP TORTILLA SPINACH HERB 12"	10257	78	1,918.10			1,918.10				24.59
059782 RIVERFRONT PARK (Entries: 317)						3,000	96,420.02	517	3,770.54	100,190.56				

066597 MANITO PARK BENCH CAFE; 1928 S TEKOA ST; SPOKANE, WA 99203-2300														
1969399	6	# 10	ORCHNAT	APPLE DICED IN JUICE	15859	2	66.95			66.95				33.48
8337503	8	2# TUB	CASASOL	AVOCADO HASS FRG CHNK PULP HPP		6	298.34			298.34				49.72
2426070	3	100 CT	HORMEL	BACON PRECOOKED SLI SANDWICH	3729	39	1,321.00			1,321.00				33.87
2033447	6	2 LB	HORMEL	BEEF ROAST SLI BTM RND .66OZ	22743	10	595.75			595.75				59.58
5941771	1	1000CT	EARTHCH	BOWL PAPER PULP MLD FBR12OZ EC	MC500120001	1	66.15			66.15				66.15
5339799	8	36 OZ	STNGRND	BREAD LOAF HNY WHEAT DELI 3/4"	9025	28	675.15			675.15				24.11
2463655	12	28 OZ	BBRLCLS	BREAD MULTIGRAIN DELI 1/2" SLI	80621	22	937.70			937.70				42.62
1309863	12	10 CT	KRONOS	BREAD PITA PLAIN 7 IN	2105	7	200.60			200.60				28.66
3830389	1	EA	MEDDIET	BREAD VARIETY 3PK GLUTEN FREE	VPGBF5	2	52.00			52.00				26.00
0752804	6	14.1OZ	SCHAR	BREAD WHITE CLSC GLUTEN FREE	SC91200	1	42.40			42.40				42.40
5335274	8	28 OZ	STNGRND	BREAD WHITE SL DELI 3/4"	2034	29	698.15			698.15				24.07
6435267	8	12 CT	SYS CLS	BUN HOT DOG PLAIN 6" 1.9 OZ	60412	14	295.65			295.65				21.12
1675735	4	5 LB	SYS NAT	CARROT SHRD FRESH				5	23.35	23.35				4.67
1120625	1	24 CT	SYS IMP	CELERY FRESH		1	18.25			18.25				18.25
1071265	4	5 LB	PACKER	CELERY STICK FRESH				11	74.91	74.91				6.81
1675776	4	5 LB	SYS NAT	CELERY STICK FRESH	1675776			2	13.96	13.96				6.98
2818831	4	5LB	CASASOL	CHEESE CHDR MILD FTHR SHRD YEL		2	90.65	2	22.66	113.31				45.33
7879737	8	1.5 LB	BBRLIMP	CHEESE CHDR MLD SLI INT .75 YL	98950	4	135.40			135.40				33.85
3722576	6	3 LB	PHILA	CHEESE CREAM WHPD TUB	1.0021E+13	4	180.20	10	75.30	255.50				45.05
6805014	4	2.5 LB	STELLA	CHEESE FETA CRUMBLES	396157	1	24.40	6	40.53	64.93				24.40
6160154	2	5 LB	AREZZIO	CHEESE PARMESAN SHRD IMP ZIP	ARG07321S	2	84.70			84.70				42.35



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						Qty	Price	Qty	Price				
1131938	8	1.5 LB	BBRLIMP	CHEESE PROV NONSMK SLI INT .75	98948	5	189.70			189.70			37.94
1622075	10	1 LB	SCHRBBER	CHEESE SWISS SLI 320 CT .5 OZ	23010	11	416.65			416.65			37.88
2557999	2	5 LB	BRKBUSH	CHICKEN BRST STRIP W/GRIL MARK	5211	25	995.00			995.00			39.80
5512033	104	1 OZ	SUNCHIP	CHIP MULTIGRAIN ORIG SS	11151	66	2,047.50			2,047.50			31.02
0431680	72	1 OZ	KETTLE	CHIP POTATO SEA SALT KETTLE	11955								
7778719	42	20Z	SBESTCF	COFFEE GRND DECAF ORG FT LVL 4	11004525	6	308.75			308.75			51.46
7778513	42	20Z	SBESTCF	COFFEE GRND ORG FT LEVEL 4	11004522	9	462.65			462.65			51.41
4144887	6	100 CT	EAT-ALL	CONE CAKE DSPNSR 4/5 OZ 15D	80012	1	37.25			37.25			37.25
4097408	4	200 CT	EAT-ALL	CONE SUGAR #204B HONEY ROLLED	80031	2	116.40			116.40			58.20
2830149	12	18 CT	COLOSSO	CONE WFFL MED WCM	80037	5	248.00			248.00			49.60
5803251	200	CT	BRDG GT	CONTAINER PAPER 8" BIDEDEG	BG-8HW	1	42.00			42.00			42.00
8146544	150	9X9	EARTHCH	CONTAINER PAPER HNG FBR BLND	YMFH0901000	2	85.05			85.05			42.53
4061644	2	500 CT	NABISCO	CRACKER SALTINE PREM 2PK	1.932E+11	1	15.45			15.45			15.45
1251745	12	15 OZ	WHLFARM	CREAM WHIPPED ARSL XTRA CREAMY	3633400	3	90.15			90.15			30.05
4073797	1000	3G	COFMATE	CREAMER COFFEE NONDAIRY PWDR	1.005E+13	1	35.15			35.15			35.15
4828554	12	32 OZ	WHLFARM	CREAMER HALF & HALF ESL	3162500	3	75.25	68	142.13	217.38			25.08
7763739	8	2.5 LB	SYS CLS	CROUTON CHEESE/GARLIC CUBE ZTF	74932	1	40.05			40.05			40.05
2572273	1	5 LB	SYS IMP	CUCUMBER FRESH SUPER SEL		21	202.20			202.20			9.63
1373253	1000	16OZ	EARTHCH	CUP PAPER HOT 16OZ COMPOSTABLE	DPHC16EC	1	112.80			112.80			112.80
1373269	1000	12OZ	EARTHCH	CUP PAPER HOT PLA 12 OZ	DPHC12EC	2	209.20			209.20			104.60
7762026	10	70 CT	SYS IMP	CUP PLAS CLR PET 12-14 OZ	YP1412CSYS	3	149.50			149.50			49.83
8154504	696	16OZ	EARTHCH	CUP PLAS CLR PLA 16-18 OZ LOGO		5	290.50			290.50			58.10
3503927	2	4LB	KRONOS	DIP HUMMUS	383452	9	205.65			205.65			22.85
5438205	4	1 GAL	SYS IMP	DRESSING CAESAR CREAMY RFG	71706SYS	1	52.75	7	91.53	144.28			52.75
4003687	4	1 GAL	SYS CLS	DRESSING ITALIAN GOLDEN	71353SYS	1	36.80	1	9.20	46.00			36.80
2392538	2	1 GAL	LITEHSE	DRESSING RANCH CNTRY	16415	6	151.20			151.20			25.20
1094630	16	2 CT	SUNFRSH	EGG HARDBOILED ASAP	50072								
6652202	8	12 CT	WHLFARM	EGG HRDBLD WHL PEEL PLLW PK	50541	23	639.35			639.35			27.80
0496034	1	18IN	SYS CLS	FILM PVC ROLL 2000FT SLI CUTR	9060	1	30.10			30.10			30.10
6938526	12	200 CT	SYSCO	FOIL SHEET 12X10.75 SILVER	W69370			16	131.55	131.55			8.22
0802601	1000	CT	EARTHCH	FORK PLAS PSM EARTH CH	YPSMFTEC	2	101.80			101.80			50.90
1137702	2	5 LB	BBRLIMP	FRANK ALL-BEEF 4X1 6 IN	7486506798	15	443.00			443.00			29.53
2430951	2	5#	NATHANS	FRANK ALL-BEEF 4X1 6"	88313 97114	2	74.50			74.50			37.25
1137736	2	5 LB	BBRLCLS	FRANK ALL-MEAT 5X1 6 IN	7486506792	16	393.00			393.00			24.56
6418966	4	5 LB	PACKER	GARLIC PEELED WHL				1	13.90	13.90			13.90
8348740	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV LG	303363273	3	67.00			67.00			22.33
8348708	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV MED	303363272	7	153.60			153.60			21.94
1790047	6	2 LB	HORMEL	HAM SLICED CKD .66 OZ FRSH	48483	14	494.10			494.10			35.29



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						Qty	Price	Qty	Price					
3797503	12	12 OZ	MINMAID	ICE LEMON SOFT FRZN	106599	10	190.90			190.90				19.09
3798030	12	12 OZ	MINMAID	ICE LEMONADE STRWBRY SOFT FRZN	106601	10	193.90			193.90				19.39
4184461	6	#10	SYS CLS	JELLY GRAPE CONCORD	172	1	55.25			55.25				55.25
5102744	48	5.5 OZ	TREETOP	JUICE APPLE UNSWEETENED FCY	100581	18	317.90			317.90				17.66
4136768	1000	9 GM	HEINZ	KETCHUP PACKET FCY	1.3001E+11	1	32.35			32.35				32.35
0852667	1000	CT	EARTHCH	KNIFE PLAS PSM BGE HVY ERTH CH	YPSMKTEC	1	44.50			44.50				44.50
1007533	1	140 CT	PACKER	LEMON CH FRESH		13	643.55			643.55				49.50
2252039	1	140 CT	SYS CLS	LEMON CH FRESH		6	252.75			252.75				42.13
6640569	1	10 LB	SYS NAT	LETTUCE GREEN LEAF CROWNS		26	522.85			522.85				20.11
2189819	6	2 LB	SYS NAT	LETTUCE ROMAINE CHOPPED FRESH		40	749.25	3	9.12	758.37				18.73
6640494	1	10 LB	SYS NAT	LETTUCE ROMAINE CROWN LEAVES	6640494	2	39.20			39.20				19.60
7591136	15	61CT	EARTHCH	LID PLAS CLR PLA FLT W/SLT EC		8	355.60			355.60				44.45
5961065	20	50 CT	SOLO	LID PLAS DOME CLR 12-20 OZ CUP	DL662-0090	1	61.70			61.70				61.70
2000521	10	100CT	SYS CLS	LID PLAS WHT DOME F/10-20OZ	DDL124WDSY	6	264.60			264.60				44.10
6545784	100	CT	DAYDOTS	LINER PAN F/ 1/3 SHALLOW PAN	31111-01-00	1	29.45			29.45				29.45
2737912	2	1000CT	HOFMSTR	LINER PAPR BSKT 12X12 RED CK	110854	1	68.55			68.55				68.55
4002432	4	1 GAL	SYS REL	MAYONNAISE HEAVY DUTY	71416SYS	1	24.95	26	175.82	200.77				24.95
3718533	200	7/16OZ	KRAFT	MAYONNAISE REAL PACKET	2100066485	1	18.05			18.05				18.05
2441269	2	1 GAL	WHLFARM	MILK HOMOGENIZED	63	10	84.00			84.00				8.40
8981649	2	1 GAL	DARIGLD	MILK HOMOGENIZED WHL	340348	51	447.85			447.85				8.78
2441368	2	1 GAL	WHLFARM	MILK SKIM	340500	10	71.50			71.50				7.15
8981664	2	1 GAL	DARIGLD	MILK SKIM GALLONS	340351	53	405.55			405.55				7.65
4006649	500	1/5 OZ	HEINZ	MUSTARD PKT	1.30005E+11	2	31.10			31.10				15.55
6977799	12	500 CT	TORKUNV	NAPKIN DISP XPRESNAP ENVIR NAT	908EX	4	215.00			215.00				53.75
5846714	3	1GAL	AREZZIO	OIL OLIVE EXTRA VIRGIN ITALY	1131	1	82.10	2	43.74	125.84				82.10
6964589	6	2 KG	LINDSAY	OLIVE KALAMATA EXTRA LG PTD	E07204			9	129.69	129.69				14.41
1039494	1	5 LB	SYS IMP	ONION RED FRESH JUMBO	005CROS	5	42.40			42.40				8.48
8313967	1	25 LB	SYS IMP	ONION RED JMBO FRSH BOX	125JRCTS	2	44.85			44.85				22.43
1362724	10	3 CT	PACKER	PARSLEY BUNCH ICELS				12	20.22	20.22				1.69
1815072	10	3 BNCH	SYS NAT	PARSLEY FRESH BUNCHED & WASHED				7	12.60	12.60				1.80
4009189	6	5 LB	SYS CLS	PEANUT BUTTER CREAMY	1744	1	57.60	10	96.70	154.30				57.60
2102335	10	1000CT	HANGARD	PICK WOOD FRILL 4"	305214009			12	33.00	33.00				2.75
1131960	1	5 GAL	BBRLCLS	PICKLE SPR KO 215/265CT REF	9615170185	30	954.60			954.60				31.82
4106498	6	#10	DOLE	PINEAPPLE TIDBIT JCE FCY	553	2	73.85			73.85				36.93
0310658	4	125 CT	EARTHCH	PLATE PAPER MLD FBR 9 ERTH CH	YMC50009000	2	97.70			97.70				48.85
4541280	200	9 GM	HEINZ	RELISH SWT GRN PKT	78000709	1	15.25			15.25				15.25
0112395	1	28 OZ	D'ALLAS	SALT SEASONING	H366A									
7638640	24	14 OZ	OCNSPRY	SAUCE CRANBERRY JELLIED	1605	4	147.60			147.60				36.90



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						Qty	Price	Qty	Price						
1886571	1	10 LB	LONGHRN	SAUSAGE GERMAN SMKD LNK 4X1	CM 1104	10	321.20			321.20					32.12
4101549	500	12-20Z	HOU INC	SLEEVE PAPER JAVA JACKET BRN	15-0236	6	105.60			105.60					17.60
4381158	24	10 OZ	SCHWEPP	SODA CLUB	16600-51472	11	149.15			149.15					13.56
2737043	4	4LB	CMBLSRV	SOUP TOMATO BASIL BISQUE	21081	3	138.15			138.15					46.05
2480950	4	8LB	SYS IMP	SOUP TOMATO BASIL BISQUE RTU	7.48653E+11	1	67.40			67.40					67.40
8680557	1	20 OZ	DALASOG	SPICE GARLIC MINCD ORGANIC	426847	2	39.48			39.48					19.74
5264320	3	1.5 LB	IMP/MCC	SPICE OREGANO LEAF	974413			1	22.58	22.58					22.58
5229174	6	18 OZ	IMP/MCC	SPICE PAPRIKA GROUND ME	974312			1	8.37	8.37					8.37
0852675	1000	CT	EARTHCH	SPOON PLAS PSM BGE HVY ERTCH CH	YPSMSTEC	3	155.20			155.20					51.73
5087572	1	25 LB	SYS CLS	SUGAR GRANULATED XFINE CANE AK	401490	6	104.30			104.30					17.38
5965850	3000	1/10OZ	SYS CLS	SUGAR PACKET CANE	25580	1	19.20			19.20					19.20
2310557	2000	1 GM	SPLENDA	SUGAR SUB SWEETENER SPLENDA		1	30.55			30.55					30.55
5050729	6	7.5 LB	HERSHEY	SYRUP CHOCOLATE PLAS JUG	30570			7	58.65	58.65					8.38
2414009	4	750 ML	TORANI	SYRUP ITALIAN CARAMEL CLS	601398	2	37.65	4	18.80	56.45					18.83
2413773	4	750 ML	TORANI	SYRUP ITALIAN CARML CLASSC S/F	89036531432	1	19.80			19.80					19.80
2414047	4	750 ML	TORANI	SYRUP ITALIAN CHERRY PET	601459			2	9.42	9.42					4.71
2414106	4	750 ML	TORANI	SYRUP ITALIAN COCONT PET	89036601657	1	18.80	2	9.42	28.22					18.80
2413856	4	750 ML	TORANI	SYRUP ITALIAN HUCKLEBERRY PET	606271	1	18.85	2	9.40	28.25					18.85
2413555	4	750 ML	TORANI	SYRUP ITALIAN HZLNT CLAS S/F	532071	1	19.80			19.80					19.80
2414153	4	750 ML	TORANI	SYRUP ITALIAN HZLNT CLS		1	18.80	7	32.95	51.75					18.80
2414089	4	750 ML	TORANI	SYRUP ITALIAN IRSH CRM PET	89036602050	2	37.70	4	18.80	56.50					18.85
1290121	12	750 ML	TORANI	SYRUP ITALIAN PMPKN SPICE	89036362641			5	7.20	7.20					1.44
2414037	4	750 ML	TORANI	SYRUP ITALIAN PPRMNT PET	89036602579			2	9.40	9.40					4.70
2413888	4	750 ML	TORANI	SYRUP ITALIAN RASP PET	89036602654	1	18.85	4	18.80	37.65					18.85
2414060	4	750 ML	TORANI	SYRUP ITALIAN STWBRY PET	89036602708	1	18.85	4	18.80	37.65					18.85
2413747	4	750 ML	TORANI	SYRUP ITALIAN VAN PET	89036602807	4	75.30	4	18.80	94.10					18.83
2413643	4	750 ML	TORANI	SYRUP ITALIAN VAN S/F PET	532704	1	18.85	4	18.80	37.65					18.85
8533952	4	1 GAL	GUITARD	SYRUP WHITE CHOC	7095C31			7	174.06	174.06					24.87
6067938	6	24CT	TAZO	TEA BAG AWAKE	149898			2	7.02	7.02					3.51
2947398	6	24 CT	TAZO	TEA BAG CHAI	149904			2	7.12	7.12					3.56
6094197	6	24 CT	TAZO	TEA BAG EARL GREY	149899			2	7.00	7.00					3.50
6067953	6	24 CT	TAZO	TEA BAG ORANGE WILD SWEET	151598			2	7.14	7.14					3.57
3913563	6	24 CT	TAZO	TEA GREEN TIPS CHINA	153961			2	7.16	7.16					3.58
1008655	1	50 CT	SYS IMP	TOMATO 2 LAYER 5X5 FRESH		39	898.95			898.95					23.05
9627761	6	800 FT	GEORG P	TOWEL ROLL ENMOTION LRG 4AUTO	89460	1	64.10			64.10					64.10
6463582	2	250	S CHAMP	TRAY FOOD PAPR AMER FLAG 2.5 #	535	2	46.90			46.90					23.45
7298603	2	250 CT	DIXIE	TRAY FOOD PAPR RED PLAID 3 LB	RP3008	23	451.25			451.25					19.62
8524027	24	12 OZ	INTLCLS	TUNA WHITE ALBCOR SOLID IN WTR	29578SY	5	410.70			410.70					82.14



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						Qty	Price	Qty	Price				
2477081	6	2 LB	HORMEL	TURKEY BREAST SLI SMK .67 OZ	38163	57	3,412.90			3,412.90			59.88
8294860	4	2.5 LB	BBRLCLS	TURKEY BREAST SLI SMK FRSH	STB940SLB	6	340.50			340.50			56.75
4069373	4	1 GAL	SYS CLS	VINEGAR APPLE CIDER 50 GRAIN	10993			2	12.10	12.10			6.05
8072787	6	12 CT	BBRLCLS	WRAP TORTILLA SPINACH HERB 12"	10257	21	517.35			517.35			24.64
066597 MANITO PARK BENCH CAFE (Entries: 139)						988	29,007.87	282	1,661.70	30,669.57			

129767 DWIGHT MERKEL SPORTS COMPLEX; 5701 N ASSEMBLY ST; SPOKANE, WA 99205-7610

0220016	24	2 OZ	SUNRICH	APPLE RED SLI FRSH	1804537	5	58.50			58.50			11.70
2426070	3	100 CT	HORMEL	BACON PRECOOKED SLI SANDWICH	3729	2	79.60			79.60			39.80
3277486	15	6CT	BBRLCLS	BAGEL ASSORTED 3OZ SLI SLVD	63611	3	103.55			103.55			34.52
0642860	12	8CT	QUAKER	BAR GRANOLA CHOC CHIP CHEWY		2	56.10			56.10			28.05
1561380	53	3 OZ	FIRECLS	BEEF PATTY FC SEA HS FRZ	1561380	16	928.20			928.20			58.01
4134201	1000	8OZ	DART	BOWL FOAM WHITE 8OZ	8B20	2	70.00			70.00			35.00
9843830	12	24 OZ	SYS CLS	BREAD WHITE RND TOP	60431	1	19.35			19.35			19.35
6511265	6	12 CT	SYS CLS	BUN HAMBURGER 4.5" 2.7OZ	60415	13	234.75			234.75			18.06
6435267	8	12 CT	SYS CLS	BUN HOT DOG PLAIN 6" 1.9 OZ	60412	33	699.60			699.60			21.20
2616276	2	36CT	HERSHEY	CANDY BAR CHOC MILK	34000 24046	1	46.20			46.20			46.20
2616284	2	36CT	HERSHEY	CANDY BAR KIT KAT	34000 24626	3	140.75			140.75			46.92
4599775	12	36 CT	HERSHEY	CANDY BAR KIT KAT 1.5 OZ	24600			2	44.30	44.30			22.15
2616294	2	36CT	REESES	CANDY BAR PEANUT BUTR CUP	3400044125								
1793837	8	48 CT	SNICKER	CANDY BAR SNICKER 1.86 OZ	256479			7	206.92	206.92			29.56
8222766	10	36CT	MARS	CANDY BAR TWIX CARAMEL 1.79 OZ	M35391-00			4	88.76	88.76			22.19
7388200	60	EA	AMERLIC	CANDY LICORICE SUPER ROPE W/ST	8136	21	815.85			815.85			38.85
4380788	8	48 CT	M&M	CANDY M&M PEANUT 1.74 OZ	1232			5	147.80	147.80			29.56
4055945	9	36 CT	M&M	CANDY M&M PLAIN 1.69 OZ	31748			1	22.21	22.21			22.21
4364774	8	48 CT	M&M	CANDY M&M PLAIN 1.69 OZ	1231			1	29.56	29.56			29.56
6697890	4	5 LB	BBRLCLS	CHEESE AMER 160 SLI YEL	28128	1	41.20	1	10.13	51.33			41.20
2818831	4	5LB	CASASOL	CHEESE CHDR MILD FTHR SHRD YEL		1	44.60	8	89.32	133.92			44.60
6330427	100	1 OZ	BBRLIMP	CHEESE CREAM SQUEEZE POUCH	39813	4	87.70			87.70			21.93
0756553	168	1 OZ	AM HRTG	CHEESE STRING BULK PK IW	19148	1	40.80			40.80			40.80
2818963	4	5LB	BBRLIMP	CHEESE SWISS FEATHER SHRED	STK04924			2	27.20	27.20			13.60
5103064	4	5 LB	BBRLCLS	CHEESE SWISS/AMER 160 SLI	34914			2	21.43	21.43			10.72
7386139	100	1.6 OZ	BRKBUSH	CHICKEN BRST STRIP SMARTSHAPE	5842	62	1,895.70			1,895.70			30.58
5512033	104	1 OZ	SUNCHIP	CHIP MULTIGRAIN ORIG SS	11151	2	64.50			64.50			32.25
6725313	64	1.125Z	BKDLAYS	CHIP POTATO BKD REG BIG GRAB	44396	1	27.55			27.55			27.55
6725273	64	1.5 OZ	LAYS	CHIP POTATO REG LSS	44359	1	27.55			27.55			27.55
4352977	6	16 OZ	LAYS	CHIP POTATO REGULAR	12255	1	14.90			14.90			14.90
9550674	6	2 LB	CASASOL	CHIP TORTILLA CORN WHT RND	8425	19	378.30			378.30			19.91



**Sales Tracking Report 1 - Customer/Item
City of Spokane Annual report**

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Report ID: 588

From 07/01/2015 thru 07/01/2016

Item	Pack	Size	Brand	Description	MPC Code	Cases		Splits		Total Price			Average Price
						Qty	Price	Qty	Price				
2194041	1	2.5GAL	ECOLAB	CLEANER DEGRSR ORG OASIS 137	14559	1	84.14			84.14			84.14
3325884	1	2.5GAL	ECOLAB	CLEANER FLOOR SANI WSH N WALK	6100731	1	89.73			89.73			89.73
7677794	12	2 LB	CITAVO	COCOA MIX DISPENSER DUTCH	9.9999E+11	4	227.50			227.50			56.88
4127312	12	1.75LB	NESTLE	COCOA MIX SUPREME	5000012192	1	71.35			71.35			71.35
5555796	6	2 LB	NESCAFE	COFFEE CAPP FRCH VAN	28000990190	1	57.90			57.90			57.90
5932043	96	2 OZ	CITAVO	COFFEE GRND SP BLD W/F	29594	4	285.20			285.20			71.30
9858366	10	100 CT	KEEBLER	CONE CAKE #10D ICE CRM		5	290.00			290.00			58.00
5490610	6	100 CT	EAT-ALL	CONE CAKE #34DJ FT BTM DSP JKT	80022	1	63.40			63.40			63.40
7287758	72	4 OZ	SYS CLS	CORN DOG ALL MEAT HNY BTR	87758	9	340.00			340.00			37.78
4088829	40	25 CT	SYSCO	CUP FOAM 8 OZ	88829	1	20.25			20.25			20.25
1373269	1000	12OZ	EARTHCH	CUP PAPER HOT PLA 12 OZ	DPHC12EC	3	295.95			295.95			98.65
7762026	10	70 CT	SYS IMP	CUP PLAS CLR PET 12-14 OZ	YP1412CSYS	1	51.15			51.15			51.15
7474812	10	70 CT	SYS IMP	CUP PLAS CLR PET 16 OZ	YP160CSYS	3	189.05			189.05			63.02
8154490	680	12OZ	EARTHCH	CUP PLAS CLR PLA 12-14 OZ LOGO		1	57.75			57.75			57.75
8154504	696	16OZ	EARTHCH	CUP PLAS CLR PLA 16-18 OZ LOGO		2	116.20			116.20			58.10
7790239	12	200CT	SYS REL	CUP PLAS PRTN TRANS 2OZ	YS200SYS	2	69.70			69.70			34.85
4350989	4	1GAL	ECOLAB	DETERGENT HAND LIQ PAN DANDY	11262	3	161.37			161.37			53.79
2392538	2	1 GAL	LITEHSE	DRESSING RANCH CNTRY	16415	18	453.60			453.60			25.20
5950670	2	500 CT	SYSCO	FILTER COFFEE 12CUP 9.75 X4.5"	481025513-SY	1	11.45			11.45			11.45
6938526	12	200 CT	SYSCO	FOIL SHEET 12X10.75 SILVER	W69370			7	57.54	57.54			8.22
8003370	1000	CT	SYS CLS	FORK PLAS BLK MEDHVV MDLNGTH	YMWFSYS	1	40.20			40.20			40.20
1137736	2	5 LB	BBRLCLS	FRANK ALL-MEAT 5X1 6 IN	7486506792	34	840.15			840.15			24.71
8348740	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV LG	303363273	3	68.10			68.10			22.70
8348708	4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV MED	303363272	4	90.00			90.00			22.50
1482482	24	2 OZ	SUNRICH	GRAPE RED DRY PK	1607848	2	30.90			30.90			15.45
5793963	12	8X4IN	SYSCO	GRILL BRICK 3.5IN THICK	SYS-GB-100	1	25.30			25.30			25.30
3797503	12	12 OZ	MINMAID	ICE LEMON SOFT FRZN	106599	20	383.00			383.00			19.15
3798030	12	12 OZ	MINMAID	ICE LEMONADE STRWBRY SOFT FRZN	106601	20	386.00			386.00			19.30
4136768	1000	9 GM	HEINZ	KETCHUP PACKET FCY	1.3001E+11	15	485.25			485.25			32.35
1675529	4	5 LB	SYS NAT	LETTUCE SHREDDED 1/8" FRESH	1675529	2	33.55	28	126.41	159.96			16.78
7877162	12	75 CT	PRAIRIE	LID PLAS CLR DOME 16-24 OZ	YPDL24C	4	229.15			229.15			57.29
7790795	24	100CT	SYS IMP	LID PLAS CLR F/1.5-2.5OZ PRTN	YLS2FRSYS	1	32.00			32.00			32.00
1993803	12	100CT	SYS CLS	LID PLAS TRANS F/12-20OZ CUP	DFL122SYS	2	65.40			65.40			32.70
2000521	10	100CT	SYS CLS	LID PLAS WHT DOME F/10-20OZ	DDL124WDSY	2	90.25			90.25			45.13
4002432	4	1 GAL	SYS REL	MAYONNAISE HEAVY DUTY	71416SYS			2	12.56	12.56			6.28
3718533	200	7/16OZ	KRAFT	MAYONNAISE REAL PACKET	2100066485	5	89.65			89.65			17.93
4006649	500	1/5 OZ	HEINZ	MUSTARD PKT	1.30005E+11	7	109.75			109.75			15.68
6977799	12	500 CT	TORKUNV	NAPKIN DISP XPRESNAP ENVIR NAT	908EX	5	272.50			272.50			54.50



**Sales Tracking Report 1 - Customer/Item
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From 07/01/2015 thru 07/01/2016

Item	Pack	Size	Brand	Description	MPC Code	Cases		Splits		Total Price			Average Price
						Qty	Price	Qty	Price				
1376805	1	20CT	SYSCO	PAD SCOUR GRN 6X9IN ANTIMICRO	SYS-S096A	2	22.90			22.90			11.45
4257960	6	22 OZ	SYS IMP	PAN COATING ARSL CONC	99894COM	2	57.20			57.20			28.60
0310658	4	125 CT	EARTHCH	PLATE PAPER MLD FBR 9 ERTH CH	YMC50009000	5	237.50			237.50			47.50
4183810	72	2 CT	KELLOGG	POP TART ASST POUCH	3800004888	3	130.05			130.05			43.35
2134344	6	5 LB	MCCAIN	POTATO FRY SKON 3/8 HVY BTR	MCX49	85	2,525.40			2,525.40			29.71
2001402	50	5 OZ	BBRLCLS	PRETZEL SOFT KNG	2001402	51	1,889.55			1,889.55			37.05
4541280	200	9 GM	HEINZ	RELISH SWT GRN PKT	78000709	7	106.05			106.05			15.15
4043378	4	5 LB	LAWRYS	SALT SEASONED	2150080620			2	29.48	29.48			14.74
7006331	1	2.5GAL	ECOLAB	SANITIZER OASIS 146 MULTI QUAT	17708	1	72.41			72.41			72.41
7770650	96	1.5 OZ	CLGOURM	SAUCE BBQ CUPS	16755CGS	2	33.25			33.25			16.63
1886571	1	10 LB	LONGHRN	SAUSAGE GERMAN SMKD LNK 4X1	CM 1104	25	803.00			803.00			32.12
8796658	6	.5 GAL	DARIGLD	SHAKE MIX VAN 6%-UP	340311	118	2,336.60			2,336.60			19.80
4518403	1	35 LB	SYS REL	SHORTENING FRY LIQ CLR ZTF	99880COM	26	578.18			578.18			22.24
8083040	104	1 OZ	CHEETOS	SNACK CHEESE CRUNCHY SS	32419	4	126.60			126.60			31.65
2635241	60	2 OZ	POWERS	SNACK TRAIL MIX	181	5	129.00			129.00			25.80
8003418	1000	EACH	SYS CLS	SPOON PLAS BLK MEDHVV MDLNGTH	YMWSESYS	3	125.85			125.85			41.95
8100982	8	1000CT	SYSCO	STIRRER PLAS BLK 5.25"	YSTS52ESYS8	1	26.05			26.05			26.05
0191397	24	400CT	SYS CLS	STRAW PLAS WRPD FLEX WHT 7.625	YSTWF76WSY			2	9.76	9.76			4.88
5087572	1	25 LB	SYS CLS	SUGAR GRANULATED XFINE CANE AK	401490	1	17.05			17.05			17.05
2383651	1	3X5	SYS IMP	TOMATO 1 LAYER PREM FRESH		5	49.20			49.20			9.84
6564181	1	4X4	PACKER	TOMATO 2 LAYR FRSH		2	50.95			50.95			25.48
5052550	8	32 OZ	NESTLE	TOPPING CAPPUCCINO RISTRETTO	9490147520	1	145.70			145.70			145.70
6463582	2	250	S CHAMP	TRAY FOOD PAPR AMER FLAG 2.5 #	535	20	466.20			466.20			23.31
2477081	6	2 LB	HORMEL	TURKEY BREAST SLI SMK .67 OZ	38163	6	352.80			352.80			58.80
6714992	5	1000CT	ZENITH	WRAP DRY WAX SNDW BLUE CHECK	1270CB			4	63.37	63.37			15.84
8072787	6	12 CT	BBRLCLS	WRAP TORTILLA SPINACH HERB 12"	10257	9	219.95			219.95			24.44
129767 DWIGHT MERKEL SPORTS COMPLEX (Entries: 95)						769	22,583.53	78	986.75	23,570.28			
Report Total (551 Entries)						4,757	148,011.42	877	6,418.99	154,430.41			

07/29/12

2023

AGENDA SHEET FOR PARK BOARD MEETING OF: December 8TH, 2011

Submitting Division
Riverfront Park

Contact Person
Sam Song

Phone No.
625-6660



COMMITTEE

- x Riverfront
- o Golf
- o Recreation
- o Land
- o Urban Forestry
- o North Bank Ad-Hoc
- o Finance

RECEIVED

FEB 21 2012

CITY CLERK'S OFFICE
SPOKANE, WA

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2012-0154

3814-11
Value Blanket Order

AGENDA WORDING:

Contract (Value Blanket Order) with Sysco Food Services of Spokane, Inc. to provide food items and concession supplies to Riverfront Park and other Park locations. Estimate annual cost is \$125,000.00

BACKGROUND:

On October 31, 2011 sealed bids were opened to provide the City of Spokane Parks and Recreation Department with food services. Two responses were received with Sysco Food Services of Spokane being the overall lowest responsive bidder. This is a five (5) year Value Blanket Order.

RECOMMENDATION: Approve Value Blanket Order

Fiscal Impact:

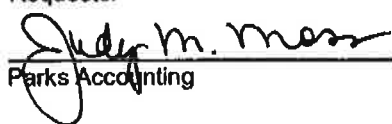
Expenditure: \$125,000.00
Revenue: \$
Budget neutral 1400-54300-76918-53401
\$105,000.00/ 1400-54300-76918-53201 \$20,000

ATTACHMENTS: Include in Packets: Bids from Sysco and URM, Bid Tabulation
On file for Review in Office of City Clerk:

SIGNATURES:



Requestor


Parks Accounting


Legal Department


Director of Parks and Recreation

Purchasing

DISTRIBUTION: Parks, Judy Moss
Risk Manager, Pam Schroeder
Purchasing, Thea Bremer

Parks,
Taxes and Lic, Lisa Dillman
Contractor

PARK BOARD ACTION:

APPROVED BY

SPOKANE PARK BOARD:


PARK BOARD

Purchasing 808 W Spokane Falls Blvd. Spokane, Washington 99201-3313
(509) 625-6403

Thea Bremer
Buyer II

January 25, 2012

Sysco Food Services of Spokane
Attn: Russ Morgan
300 North Braugh Way
Post Falls 10 83854

RE: Contract with City of Spokane Parks & Recreation Department Food Services

Russ -Enclosed is the contract between Sysco and the City of Spokane. Please have this contract signed where indicated and return it to me as soon as possible. When I have completed the process here, I will forward you a copy of the signed document.

If you have any questions. please contact me.

Thea Bremer Buyer II
(509) 625-6403 tbremer@spokanecity.org

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and SYSCO SPOKANE, INC., whose address is 300 North Baugh Way, Post Falls, Idaho 83854, as "Vendor."

The parties agree as follows:

1. **PERFORMANCE**. The Vendor shall provide, in accordance with the City's bid proposal, SPOKANE PARKS AND RECREATION DEPARTMENT FOOD SERVICES.
2. **CONTRACT DOCUMENTS**. This contract, the Vendor's bid proposal and the City's request for bids are the contract documents and are complimentary. In the event of conflict, the documents control in the order listed.
3. **CONTRACT TERM**. The contract shall begin February 1, 2012 and run through January 31, 2017 unless terminated earlier.
4. **COMPENSATION**. The City shall pay the Vendor in accordance with the Price Sheet, contained in the Vendor's proposal. Price escalation and de-escalation shall be as set forth in the bid specifications.
5. **PAYMENT**. The Vendor shall send its applications for payment to the Parks and Recreation Department, Administration Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3304. Payment will be made within thirty (30) days after receipt of the Vendor's application.
6. **VEHICLE ACCESS POLICY**. All product deliveries must be coordinated with the Spokane Parks Food Service Supervisor and delivery site manager. All items shall be delivered F.O.B. destination. Schedules shall be set by the Vendor and the City, and shall remain consistent for the term of the contract unless changes are agreed upon by all parties. Access to buildings and condition of the deliveries shall be coordinated with the City. Vendor shall comply with Riverfront Park Vehicle Access Policy and Vehicle Access Policies in other locations.
7. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
8. **ASSIGNMENTS**. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent, except in connection with a reorganization.
9. **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.
10. **AMENDMENTS**. This contract may be amended at any time by mutual written agreement.
11. **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 this contract.

12. **TERMINATION**. Either party may terminate this contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Vendor for all work previously authorized and performed prior to the termination date; and reserves the option to award the contract to the next low bidder.

13. **INDEMNIFICATION**. The Vendor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Vendor, its officers, employees and subcontractor in connection with the performance of the contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

15. **STANDARD OF PERFORMANCE**. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the Vendor shall perform the best general practice.

16. **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, 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.

17. **BUSINESS LICENSE 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 business license. The Vendor shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

18. **INSURANCE**. During the term of the contract, the Vendor shall maintain in force at its own expense, the following insurance:

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

B. General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,00 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, employees and agents are additional insureds (which may be by way of a blanket additional insured endorsement covering all contracting parties) but only with respect to the Vendor's services to be provided under the contract; and

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

Vendor will provide City reasonably prompt notice of any cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s).

As evidence of the insurance coverages required by this contract, the Vendor shall furnish acceptable insurance certificates to the City at the time the Vendor returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

19. PRICING.

Definition of Cost. The sell price for all products sold under this contract will be calculated on the basis of Cost. "**Cost**" is defined as the cost of the Product as shown on the invoice to the Vendor or, if there is an open purchase order issued by the Vendor for customary quantities of such product and such product is due to be received by Vendor prior to the first day of the pricing period for which the Cost and resulting sell price is being determined ("**Eligible PO**"), the price of the product as set forth in such Eligible PO, plus, if the price on such invoice or Eligible PO, as the case may be, is not a delivered price, Applicable Freight (defined below). The invoice or Eligible PO used to determine Cost of a product will be an invoice or Eligible PO issued to Vendor from the seller of such product which may include suppliers, brokers, growers, packers, manufacturers, redistributors, consolidators, affiliates (including SMS) or any other source of products (collectively, "**Supplier**"). Suppliers (including SMS and other affiliates) set invoice prices of products sold to Vendor and may include an amount that reflects Earned Income for Merchandising Services (as such terms are defined in below). In addition, for certain commodity products like produce, SMS and other affiliates may use replacement cost or current market average cost as its cost to Vendor. Cost will not be reduced by Earned Income or cash discounts.

"**Applicable Freight**" means a per-case freight charge based on market conditions for moving products from the source to Vendor. Applicable Freight charges may include: (i) common or contract carrier charges billed by any Supplier or a third party; (ii) common or contract carrier charges billed by Sysco Corporation's ("**Sysco**") freight management service ("**FMS**") for third party carriage arranged by FMS; (iii) charges billed by FMS for shipments back hauled on trucks owned or leased by Sysco or its affiliates; or (iv) charges such as fuel surcharges, cross-dock charges, unloading and restacking charges, container charges, air freight charges and other similar charges not included in Supplier's invoice cost that are required to bring product into Vendor's warehouse. Applicable Freight for any product will not exceed (i) the Supplier's normal freight charge to Vendor to ship normal quantity requirements of such product (including a freight charge that is part of a delivered price) or (ii) if the Supplier does not provide freight service, the rate normally payable by Vendor for inbound shipments of a similar quantity of product. Customer acknowledges that Sysco or its affiliates may manage freight (through FMS or otherwise) and may charge Applicable Freight, which may include an amount in excess of the costs incurred in arranging the transportation that reflects compensation for managing freight subject to the limitations on Applicable Freight noted above.

Merchandising Services. Sysco and its affiliates, including SMS, perform value-added services for Suppliers of SYSCO® Brand and other products ("**Merchandising Services**"). These services include, but are not limited to, (i) supply chain services such as consolidation of purchases made by Sysco's operating companies from Suppliers, management of Supplier ordering processes, consolidation of payments by Sysco's operating companies to Suppliers, processing claims by Sysco's operating companies for product loss and shortages, advanced inventory management, freight consolidation and management and other services associated with management of the total supply chain, (ii) quality assurance and (iii) regional and national marketing and performance-based product marketing. Sysco and its affiliates, including SMS, may recover the costs of providing Merchandising Services, may be compensated for these services and may retain any savings they may receive throughout the supply chain by utilizing their expertise, resources and capital, a portion of which is used to offset expenses already incurred. Sysco considers such cost recovery, compensation and retained savings for Merchandising Services to be earned income ("**Earned Income**"). Earned Income takes many forms including promotional allowances, volume discounts, growth programs, marketing programs and any other payments from Suppliers and may be provided through rebates or other payments from the Supplier or through net pricing from Suppliers that reflects such Earned Income. Sysco and its affiliates may retain Earned Income, receipt of which does not reduce the Cost or sell price of any product. Earned Income does not include manufacturer promotional allowances for the period of the promotion that are intended to be passed along to City and are shown on the face of the invoices used to determine Cost.

Dated: 2/20/12

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: [Signature]
Director

Attest: [Signature]
City Clerk

Dated: _____



SYSCO SPOKANE, INC.
City of Spokane Business License No. _____

Email Address, if available: _____

By: [Signature]
Title: President

Approved as to form :

[Signature]
Assistant City Attorney

Attachment that is a part of this contract:
Riverfront Park Vehicle Policy



Hill International

Hill International, Inc.

Lincoln Plaza
818 West Riverside Ave, Suite 350
Spokane, WA 99201
Tel: 509-747-8031
Fax: 509-747-8037
www.hillintl.com

July 28, 2016

Mr. Berry Ellison PLA
Riverfront Park Redevelopment
Program Manager
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd.
Spokane, WA 99201

Subject: Riverfront Park - Construction Management Proposal

Ref: HSSC Bridge and the Recreational Rink & Skyride Facility

Dear Mr. Ellison:

Hill International Inc., (Hill) is pleased to present the following proposal to provide construction management services to the Parks and Recreation Department for the City of Spokane – Howard Street South Channel (HSSC) Bridge Project. The components of our proposal include the following:

- Lorraine Mead, PE will be the Project /Construction Manager for the HSSC Bridge. In the event of additional technical need, they will have the full complement of the Spokane office to support her effort.
- The approximately timeframe for the HSSC Bridge project will be August 2016 through October 2017. Lorraine will provide approximately 16 hours per week for the duration of the construction period and assist with project closeout. This includes 12 hours per month for the anticipated two month winter shutdown.
- This equals two days a week for about fourteen months and three hours per week for the winter shutdown – which comes to a Not to Exceed amount of \$114,700.00.
- Scope of Services to be provided – See Attachment A

If you have any questions or need any additional information, please contact me at (425) 999-0953 or contact Matt Walker at (509) 747-8031. We look forward to continuing our work with you and the rest of the outstanding team of Spokane Parks and Recreation.

Very truly yours,
Hill International, Inc.



Gregory C. Heinz
Vice President

Cc M Walker, Hill
 L Mead, Hill
 T Rasmussen, Hill
 R Mills, Hill



CITY OF SPOKANE PARKS DEPARTMENT
Construction Management Agreement

ATTACHMENT A – SCOPE OF SERVICES

The purpose of this document is to define the services to be provided for the construction management support for these two projects.

PROPOSED SERVICES TO BE PROVIDED:

Construction Management

Howard Street South Channel Bridge

1. Manage, coordinate, and document weekly progress meetings.
2. Coordinate with CH2M Inspector and Engineering Team.
3. Coordinate with RFP Personnel, PMO, CH2M, Avista and Contractor.
4. Take Existing Conditions Photos, and a weekly basis take progress photographs and collect with Inspector's photos.
5. Develop and maintain required construction logs.
6. Review the Contractor(s) baseline and monthly update schedules in conjunction with the Engineer and provide written comments related to same to the project team.
7. Review and recommend payment of contractor applications for payment in conjunction with the Engineer.
8. Review potential change order (PCO) requests from the Contractor and determinations by the Engineer.
9. Review change orders to determine the appropriateness of Contractor requested cost. Provide change order cost negotiations and produce Change Orders.
10. Review Requests for Information (RFI's) from the Contractor and expedite responses from the Engineer.
11. Coordinate special inspection between the Contractor(s) and the City's special inspection consultant and the City's environmental consultant.

12. Manage files and flow of Request for Information (RFI), submittals, daily work logs, all construction correspondence, etc. from contractors and A/E Consultants to assure that City Departments are responsive throughout construction.

Closeout management

1. Coordinate Building occupancy and Project Completion.
2. Coordinate District maintenance personnel training.
3. Coordinate the warranty program and counsel District personnel in maintenance of the program.
4. Expedite O&M manual and as-built document submission by the Contractor and review and approval by the Architect.
5. Develop a building occupancy schedule and obtain Contractor and Architect comments related to same.
6. Overview the completion requirements phase for each project

ADDITIONAL SERVICES (Not included in Hill's original fee proposal)

- ☐ As requested.

Project Manager:	Matt Walker
Budget:	114,700.00
Cost to Date	-
Balance:	114,700.00
Mgt Reserve:	0.30

PWA-020XX.XX - RIVERFRONT PARK BOND CM SUPPORT SERVICES



Hill International

PHASE OF WORK		DESIGN + BIDDING								Constructuion																	
Ice Facility / Ribbon			30% Plans		90% Plans			Bid Set		Construction of Ice Facility/Ribbon												Phase II Const					
Howard Street Bridge South		30% Plans	60% Plans		90% Plans			Bid Set		Construction of the HSSC Bridge																	
DURATION				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
WORK DAYS/MO		22	20	21	23	21	21	22	20	23	21	21	20	21	21	20	23	20	22	22	20	23	20	22	20	20	
WORK HRS/MO		176	160	168	184	168	168	176	160	184	168	168	160	168	168	160	184	160	176	176	160	184	160	176	160	160	
MONTH		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Totals
BUDGET/MO										8810	7970	7970	7510	7970	1576	1571	8915	7731	8442	8442	7731	8915	7731	8678	4738	114,700	
CUMULATIVE		-	-	-						8,810	16,780	24,750	32,260	40,230	41,806	43,377	52,293	60,023	68,465	76,906	84,637	93,553	101,283	109,962	114,700		
ACTUAL COST																										0.00	
CUM COST		-	-	-	-	-	-	-	-	8,810	16,780	24,750	32,260	40,230	41,806	43,377	52,293	60,023	68,465	76,906	84,637	93,553	101,283	109,962	114,700		
VARIANCE																											
CUM VAR																											
EAC		-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,700
MGT RESERVE																										36	
% SPENT										8%	15%	22%	28%	35%	36%	38%	46%	52%	60%	67%	74%	82%	88%	96%	100%	0%	
PLAN > ACTUAL COST		-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,699.70
LABOR COST		-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,700
REIMBURSABLES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RESOURCE	COST	-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,699.70
HEINZ	PIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MCCORD	CM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MEAD L	PM	-	-	-	-	-	-	-	-	8,510	7,820	7,820	7,360	7,820	1,421	1,421	8,765	7,581	8,292	8,292	7,581	8,765	7,581	8,528	4,738	-	112,295
MEAD T	PM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MILLS R	PCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RASMUSSEN T	DC	-	-	-	-	-	-	-	-	300	150	150	150	150	155	150	150	150	150	150	150	150	150	150	-	-	2,405
SMITH T	CM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
WALKER M	PM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RESOURCE	HOURS	-	-	-	-	-	-	-	-	78.00	70.00	70.00	66.00	70.00	14.00	14.00	76.00	66.00	72.00	72.00	66.00	76.00	66.00	74.00	40.00	-	990
HEINZ	PIC																									-	
MCCORD	CM								-																	-	
MEAD L	PM									74	68	68	64	68	12	12	74	64	70	70	64	74	64	72	40		958
MEAD T	PM																									-	
MILLS R	PCE																									-	
RASMUSSEN T	DC									4	2	2	2	2	2	2	2	2	2	2	2	2	2	2			32
SMITH T	CM																									-	
WALKER M	PM																									-	
REIMBURSABLE EXPENSES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subconsultants:		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Susan Nichols																										-	
Rate																										-	
Travel Expenses																										-	
Subconsultant																										-	
Other Reimburables:		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mileage																										-	
Parking																										-	
Postage / Other / Cell Phone																										-	
Hill Markup @10% ODC's		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

RATE SCHEDULE: ~3% escalation									
RESOURCE	ROLE	2015	2016	2017					
HEINZ	PIC		140.00	144.20					
MCCORD	CM		110.00	113.30					
MEAD L	PM		115.00	118.45					
MEAD T	PM		125.00	128.75					
MILLS R	PCE		85.00	87.55					
RASMUSSEN T	DC		75.00	77.25					
SMITH T	CM		110.00	113.30					
WALKER M	PM		130.00	133.90					

City Clerk's No. _____



City of Spokane Parks and Recreation
Department

Title: **Lead Artist for Riverfront Park**

This Agreement is made and entered into by and between the **City of Spokane Parks and Recreation Department** as ("City"), a Washington municipal corporation, and **MEEJIN YOON DBA HOWELER + YOON**, whose address is 150 Lincoln Street Apartment 3A, Boston, Maine 02111, Spokane, Washington 99202, as ("Consultant").

WHEREAS, the purpose of this Agreement is to provide Lead Artist Services for Riverfront Park .; and

WHEREAS, the Consultant was selected from a Public Art Call, Approved by City Resolution regarding solicitation of artist recorded as OPR 2016-0319.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 11, 2016, and ends on September 1, 2017 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In cases of ambiguity or conflict City document controls.

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

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall be up to and not exceed **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**, including reimbursables, unless modified by a written amendment to this Agreement.

Milestones/Tasks	Completion Date	Amount
1. COI, Work Plan, Schedule	October 1, 2016	\$4,599.82
2. Preliminary Design and Arts Plan Development	November 30, 2016	\$9,199.62
3. Completed Art Plan, Concept Design and presentation	February 28th, 2017	\$9,199.62
4. Final Design and presentation	April 30th, 2017	\$13,799.46
5. Construction documents, final schedule and coordination	June 30th, 2017	\$9,199.64
TOTAL ARTIST COMPENSATION	\$45,998.16	\$00.00

Compensation shall be based upon a Lump Sum Fee arrangement and further payment details attached hereto as City's Exhibit A.

5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City.

The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Service Administration (GSA) Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at a markup of four percent (4%). Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

Invoices shall be submitted to:

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
5th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- PARKS AND RECREATION DEPARTMENT
- Project Coordinator: Jo-Lynn Brown
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title: Lead Artist for Riverfront Park
- Period covered by the invoice
- Payments for Services shall be in accordance with Exhibit B
- Employee's name and classification
- Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [if needed]
(attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of Spokane 5th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Meejin Yoon DBA Howeler + Yoon Contact: Meejin Yoon 150 Lincoln Street, Apartment 3a Boston, Maine 02111

10. SOCIAL EQUITY REQUIREMENTS.

- A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. **Negotiated Agreement:** The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments:

Exhibit A Lump Sum Payment Method
Exhibit B Artist Services Agreement
Exhibit C Scope of Work
Exhibit D Payment Terms and Schedule
Exhibit E Artist Invoice
Exhibit F Call for Artist

16-590

EXHIBIT A
PAYMENT METHOD 2
(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. **LUMP SUM AGREEMENT.** Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. **Direct Nonsalary Cost.** Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of four percent (4%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. **Maximum Total Amount Payable.** The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not

constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.

Contract Number	
Project Name	
Project Number	
Fund Source Department % for Art Funds, or MOA	
Expiration Date	

EXHIBIT B

ARTIST SERVICES AGREEMENT (Design) **Between the Spokane Parks & Recreation** **And** **Meejin Yoon, d.b.a. Howeler + Yoon** **For the Riverfront Park Redevelopment Project**

THIS AGREEMENT is made and entered into by and between Spokane Parks and Recreation (hereinafter "PARKS"), and the Director thereof and Meejin Yoon d.b.a. Howeler + Yoon [150 Lincoln St Apt 3a, Boston, MA 02111] (hereinafter "ARTIST").

In consideration of the promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

1. **CONTENTS OF AGREEMENT** This Agreement consists of scope of work, compensation terms, standard terms and conditions plus **Attachment 1 (Scope of Work)**, **Attachment 2 (Payment Terms and Schedule)**, **Exhibit A (Artist Invoice Form)** and **Exhibit B (Artist Proposal/Budget)**, *[List any other Attachments or Exhibits that you choose to add and modify text to list all attachments and exhibits.]*
2. **TERM OF AGREEMENT** This Agreement shall be effective on **September 1, 2016**, and, unless terminated earlier pursuant to the provisions hereof, shall expire on **September 1, 2017**.
3. **SCOPE OF WORK** The Scope of Work of this Agreement and Description of Artwork is described in **Attachment 1**, which is attached to and made a part of this Agreement. The ARTIST shall complete the design and perform all tasks as described in Attachment 1 by **September 1, 2017**.

The Work shall, at all times, be subject to the Park's general review and approval. The ARTIST shall confer with the Parks periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by Parks to determine the adequacy of the Work or the ARTIST's progress.

Parks makes no guarantee that any of the ideas in the Art Plan developed by the ARTIST will be implemented.

[Note: If Artist is an In-State Artist, the total compensation should include all taxes. If Artist is an Out-of State Artist, the total compensation shown in the contract document should include only the amount paid to the Artist, and not the amount of tax paid by Parks directly to the State.]

4. TOTAL PAYMENTS (\$45,998.16)

Compensation details and Schedule of Payments are described in **Attachment 2**, which is attached to and made a part of this Agreement. The maximum amount Parks will pay for all ARTIST services and products provided under this Agreement, including reimbursement for authorized and documented direct expenses, shall not exceed **\$45,998.16 (forty five thousand nine hundred ninety eight dollars and sixteen cents.)**

The ARTIST understands that there is no guarantee of a minimum amount of work or compensation under this Agreement, and the ARTIST shall only submit invoices based on performing the tasks described in **Attachment 1**. Regardless of the actual amount of time and other resources expended by the ARTIST in performing the work described in **Attachment 1**, the ARTIST shall not submit an invoice to Parks requesting compensation in an amount greater than the maximum amount to be paid under this Agreement, without specific written authorization, in advance, from Parks.

- 5. PROCESS FOR PAYMENT OF COMPENSATION** To be eligible for any payment of compensation under this Agreement, the ARTIST must submit to the PARKS an invoice (see **Exhibit A** for Artist Invoice Form) for payment in the manner and on the form specified by PARKS, together with evidence, to the reasonable satisfaction of the PARKS Director, that the ARTIST has completed the performance/payment stage that would warrant the payment requested. Upon receipt and approval of such invoice, PARKS shall arrange for the immediate processing of such documentation and the appropriate payment to the ARTIST.

- 6. ADDRESSES FOR NOTICES AND OTHER DELIVERABLES; WAIVER OF ARTIST'S RIGHTS UPON FAILURE TO PROVIDE CURRENT ADDRESS TO PARKS** All notices, forms, reports, maintenance suggestions, and other textual materials required by this Agreement shall be in writing, and all such material, together with any other material to be delivered hereunder, shall be delivered or mailed to the respective addresses of the parties hereto. The ARTIST's failure to keep PARKS reasonably informed regarding the ARTIST's current address shall be deemed a waiver of the ARTIST's rights and opportunities under this Agreement.

All notices, requests, demands or other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when addressed as follows:

If the OFFICE, to:

Spokane Parks & Recreation
City of Spokane
808 W. Spokane Falls Blvd #5
Spokane, WA 99201
Phone: (509) 625-6200

If the ARTIST, to:

Meejin Yoon
150 Lincoln St Apt 3a
Boston, MA 02111
(617) 517-4101

or to such other address as may be specified hereafter by either party for itself, by written notice to the other party.

7. **ARTIST's REPRESENTATION & WARRANTY:** The ARTIST understands that Park's willingness to enter into this design contract is conditioned upon the ARTIST's willingness to agree to the inclusion in any future contract between the ARTIST and PARKS for the ARTIST's fabrication and installation of the final form of the ARTWORK of a provision substantially in the form set forth immediately below.

ARTIST acknowledges, for the benefit of PARKS, that installation of the ARTWORK into the building, structure or other Parks facility for which it has been designed may subject such ARTWORK to destruction, distortion, mutilation, or other modification by reason of the removal of such artwork from such building, structure or other Parks facility.

Refusal by the ARTIST to agree to the inclusion of such provision in any contract with PARKS for the fabrication and installation of the final form of the ARTWORK shall constitute a breach of this contract. As a remedy for such breach, PARKS shall be entitled to the return of all compensation paid under this contract, and the ARTIST shall retain all right, title and interest in the ARTWORK. The ARTIST's obligations and PARKS's rights under this section shall survive the expiration of this contract.

8. **PUBLIC INFORMATION**

- A. PARKS, in consultation with Spokane Arts, shall be solely responsible for coordinating public information materials, including but not limited to press releases, fact sheets and invitations, and activities related to the commissioning and dedication of the artwork. PARKS shall have the right to edit written materials provided by the ARTIST for public information purposes as needed.

B. The ARTIST shall acknowledge and disclose PARKS's role in funding the design of the artwork, whether realized or not, and if realized, the artwork, in all public presentations and written, printed or electronic publication of the artwork.

9. **ARTIST IS INDEPENDENT CONTRACTOR** The ARTIST is an independent contractor and shall furnish all supervision, materials, labor, equipment, supplies, and all other incidentals, except as specifically provided herein.
10. **NO CLAIM BY ARTIST'S EMPLOYEES OR OTHER PERSONS ALLOWED** No employee of the ARTIST or other person engaged to perform any work or service required of or by the ARTIST under this Agreement shall be considered to be an employee of PARKS. No claim of any such employee or other person, whether for industrial insurance, unemployment compensation, or any other benefit or entitlement whatsoever, shall be an obligation of PARKS.
11. **NO ASSIGNMENT OF WORK WITHOUT AUTHORIZATION** The work and services required of the ARTIST by this Agreement are personal and shall not be assigned, delegated, or transferred without the express, written approval of PARKS. This provision shall not prohibit the ARTIST from employing qualified personnel for work under the ARTIST's direct supervision regarding the artwork except that the ARTIST shall not permit any such person to acquire any copyright, ownership interest, lien right, or other property interest in the Artwork.
12. **PARKS AUTHORIZED TO REVIEW WORK IN PROGRESS** Upon reasonable prior notice to the ARTIST, PARKS and its appointed officials, officers, employees, and agents shall have the right to make reasonable inspections and reviews of the ARTIST's progress with respect to the artwork.
13. **COPYRIGHT; PARKS'S RIGHT TO REPRODUCE IMAGES; PARKS'S OWNERSHIP OF ARTWORK**

[Note: In most cases for permanently sited artwork, the following copyright language should be used in the Design Agreement.]

The ARTIST shall retain the copyright and all other intellectual property rights to the artwork, provided that PARKS is hereby granted an irrevocable, non-exclusive, royalty free license to graphically reproduce (through photography or otherwise) the image of the artwork, including but not limited to, the artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by PARKS, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by PARKS, for municipal (e.g., education, public information, etc.) purposes. On each such municipal reproduction, the ARTIST shall be acknowledged, using designations provided by the ARTIST, to be the creator of the original artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished artwork.

Parks shall own the physical embodiment of the artwork including but not limited to, the artwork proposal and all preliminary studies, models, samples and maquettes thereof.

The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.

14. **PARKS RECORDS REGARDING ARTWORK** PARKS shall maintain on file for a length of time consistent with statutory requirements a record of this Agreement and of the location and disposition of the ARTWORK.
15. **ARTIST'S IDENTIFICATION LABEL** PARKS shall prepare, at its own expense, an identification label indicating the ARTIST's name, the artwork's title, funding source, year of completion, and any informational and/or interpretive text about the artwork as applicable. This label shall be placed near or adjacent to the artwork whenever the artwork is publicly displayed by PARKS.
16. **RISK OF LOSS** The ARTIST shall take such measures as are reasonably necessary to protect the artwork from loss or damage until the ARTIST has completed delivery to PARKS of all materials specified herein and ownership is transferred to PARKS, which shall occur when delivery and/or installation is complete. The ARTIST shall obtain property insurance for loss of the materials paid for by PARKS while in the ARTIST's possession and control. The risk of loss or damage shall be borne by PARKS prior to final acceptance during such periods of time as the partially or wholly completed artwork is in the custody, control or supervision of PARKS or its agents for the purposes of transporting, storing, installing or performing any ancillary services to the ARTWORK.
17. **INDEMNIFICATION** The ARTIST hereby releases and shall save, defend and hold PARKS and its appointed officials, officers, employees, and agents harmless from any and all causes of action, suits at law or equity, claims, demands and liability of any nature (including but not limited to attorney's fees) arising out of any act or omission of the ARTIST, or of any agent or employee of, or contractor for the ARTIST under this Agreement. In the event of the concurrent negligence of (a) the ARTIST or (b) any of the ARTIST's employees or agents and PARKS or any of its employees or agents, the ARTIST's indemnification obligation shall be enforceable only to the extent of the negligence of the ARTIST or of the ARTIST's employee or agent. The ARTIST waives any immunity the ARTIST may have under any industrial insurance legislation (Title 51 RCW or other applicable legislation) to claims brought against the ARTIST by PARKS in connection with this Agreement, which waiver has been mutually negotiated by the parties hereto. No liability shall attach to PARKS by virtue of entering into this Agreement except as is expressly provided herein. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.
18. **INSURANCE**

NOTE: The default design contract insurance clause is directly below.

The ARTIST shall maintain premises and operations liability insurance on any commercial studio space that he/she rents or owns separate from his/her primary residence. "The City of Spokane Parks & Recreation" shall be included as an additional insured on such insurance for primary and non-contributory limits of liability. The ARTIST shall require that its authorized insurance representative issue certification of insurance, including documentation of additional insured status for PARKS, to PARKS at the address specified in Section 19 below. An electronic copy shall be emailed to ____.

Should the ARTIST be issued a subsequent agreement to fabricate artwork designed under this agreement, the ARTIST will be required to maintain Commercial General Liability (CGL) and Automobile Liability insurance with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage for the duration of that agreement.

19. **WARRANTY**

Non-Infringement: The ARTIST represents and warrants that the artwork design does not infringe or violate any copyright, trade secret, trademark, patent, or other proprietary or personal right held by any third party. If the artwork design is in any action held to constitute an infringement of any third party's rights and its use is enjoined, the ARTIST shall immediately and at his/her expense (a) procure for PARKS the right to continue its use of the artwork design in accordance with this Agreement, (b) alter the artwork design to eliminate infringing portions, subject to the Parks's approval, or (c) replace the artwork design with a version acceptable to PARKS that is non-infringing.

20. **COLLECTION MANAGEMENT** PARKS reserves the right to manage its collection of art, including the ARTWORK, consistent with all applicable laws, ordinances, and municipal policies, including, but not limited to the Artwork in Parks and Recreation Areas policy and Parks Artwork De-accessioning Policy.

21. **CREDIT** The ARTIST shall credit "Spokane Parks & Recreation" and the appropriate funding sources on any and all publicity materials and generated for this artwork, design or proposal using language determined by PARKS and will also acknowledge Spokane Arts and the City of Spokane at all public presentations and in all written or electronic publication of the work.

22. **AUDIT** The ARTIST shall permit PARKS and/or any other governmental agency that is involved in the funding of the project (hereinafter referred to as "Agency"), from time to time as the PARKS Auditor or the Director of PARKS or the Agency deems necessary (including up to six years after the final payment or release of withheld amounts has been made under this Agreement), to inspect and audit at any and all reasonable times in Spokane County, Washington, or at such other reasonable location the PARKS Auditor and/or Agency selects, all pertinent books and records of the ARTIST and any sub-consultants or other person or entity that has performed work in connection with or

related to the ARTIST's services under this Agreement to verify, among other things, that the compensation or other consideration provided to the ARTIST has been appropriate, and that the contracted-for services were provided in a timely manner; and shall supply PARKS with, or shall permit PARKS and/or Agency to make, a copy of any books and records and any portion thereof, upon the PARKS Auditor's, the Director of PARKS or the Agency's request. The ARTIST shall ensure that such inspection, audit and copying right of PARKS and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the ARTIST's services under this Agreement.

23. **COMPLIANCE WITH LAWS AND REGULATIONS**

- A. **General Requirement:** The ARTIST, at his/her sole cost and expense, shall perform and comply with all applicable laws of, including, but not limited to, the United States and the State of Washington; the Federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA); the Charter, Municipal Code, and ordinances of The City of Spokane; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.
- B. **Licenses and Similar Authorizations:** The ARTIST, at no expense to PARKS, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. **Taxes:** Except as provided in this Agreement, the ARTIST shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the ARTIST's interest in this Agreement.
- D. **Use of Recycled Content Paper:** The ARTIST shall, whenever practicable, use recycled content paper on all documents submitted to PARKS.
- E. **Americans with Disabilities Act:** The ARTIST shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing the ARTIST'S obligations under this Agreement. If the ARTIST is providing services, programs, or activities to PARKS employees or members of the public as part of this Agreement, the ARTIST shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for, the immediate termination of this Agreement.

Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of

March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and to the extent that the applicable provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the provisions of the ADA prevail unless approval for an exception is obtained by a formal documented process. In instances where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the applicable code provisions.

24. EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

- A. The ARTIST will not discriminate against any employee or applicant for employment because of age, race, color, creed, religion, ancestry, sex, national origin, marital status, sexual orientation, gender identity or political ideology, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The ARTIST shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, creed, religion, ancestry, sex, national origin, marital status, sexual orientation, gender identity or political ideology, or the presence of any sensory, mental or physical disability. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The ARTIST shall post in conspicuous places, available to employees and applicants for employment, notices as provided by Parks setting forth the provisions of this nondiscrimination clause.
- B. The ARTIST shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefor, a report of the affirmative efforts taken by the ARTIST in implementing the requirements of this section, and will permit access to the ARTIST's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.
- C. The ARTIST, by executing this Agreement, is affirming that the ARTIST complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the ARTIST may be subject to damages and sanctions provided for by the Agreement and by applicable law.
- D. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

25. WOMEN AND MINORITY BUSINESS

Consultant shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. Efforts may include use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, using minority community and public organizations to perform outreach.

Any violation of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws is a material breach for which the Consultant may be subject to damages and sanctions provided by the Agreement and applicable law. Consultants in violation of the requirements may be subject to debarment from City contracting in accordance with SMC Ch. 20.70.

- 26. CONTRACTUAL RELATIONSHIP** This Agreement does not constitute the ARTIST as the agent or legal representative of PARKS for any purpose whatsoever, and the ARTIST is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of PARKS or to bind PARKS in any manner or thing whatsoever.

- 27. INVOLVEMENT OF FORMER PARKS EMPLOYEES** The ARTIST agrees to inform PARKS of any former PARKS officer or employee who terminated PARKS office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the work under this Agreement. The ARTIST further agrees that no work under this Agreement will be done by a former PARKS officer or employee who terminated PARKS office or employment less than twelve (12) months prior to the proposed commencement date of such former PARKS employee's work for the ARTIST and who, in the course of official PARKS duties, was involved in, participated in or acted on any matter related to this Agreement.

- 28. NO CONFLICT OF INTEREST** The ARTIST confirms that the ARTIST does not have a business interest or a close family relationship with any PARKS officer or employee who was, is, or will be involved in the ARTIST's selection, negotiation, drafting, signing, administration, or evaluating the ARTIST's performance. As used in this section, the term "ARTIST" shall include any employee of the ARTIST who was, is or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a PARKS officer or employee described above.

- 29. EXECUTORY AGREEMENT** This Agreement will not be considered valid until signed by both parties.

30. **BINDING EFFECT** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
31. **APPLICABLE LAW; VENUE** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Spokane County.
32. **REMEDIES CUMULATIVE** Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.
33. **CAPTIONS** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.
34. **INVALIDITY OF PARTICULAR PROVISIONS** A judicial determination that any term, provision, condition, or other portion of this Agreement or its application is inoperative, invalid or unenforceable shall not affect the remaining terms, provisions, conditions or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid or unenforceable and as to such other persons or in such other circumstances it shall continue in full force and effect.
35. **NO WAIVER** No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the ARTIST shall not be deemed a waiver of any right or the acceptance of defective performance.
36. **EXTRA WORK** PARKS may desire to have the ARTIST perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" Section of this Agreement. This will be considered extra work, supplemental to this Agreement and shall not proceed unless authorized by a written amendment signed by both parties. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.
37. **DISPUTES** Any disputes concerning the ARTIST's performance of this Agreement that are not disposed of by agreement between the ARTIST and the PARKS's Project Manager, shall be referred to the PARKS Director and the ARTIST or ARTIST's designated representative. If such persons do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes.

38. TERMINATION

- A. For Cause:** Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided in writing to such other party. In the event this Agreement is terminated by reason of the ARTIST's default, the ARTIST shall immediately refund to Parks the amount of any interim payment made to the ARTIST.
- B. For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- C. For Public Convenience:** PARKS may terminate this Agreement at any time, in whole or in part, for any reason including PARKS's convenience, upon written notice to the Consultant. In the event PARKS terminates this Agreement for Public Convenience, PARKS will determine a fair and reasonable value for the services performed by the ARTIST to that point. As a condition of receiving the fair and reasonable payment from Parks, the ARTIST agrees to transfer title to all partially completed work, plans, notes, drawings, etc. to Parks.
- D. Notice:** Notice of termination shall be given by the party in writing terminating this Agreement to the other not less than fifteen (15) calendar days prior to the effective date of termination.

- 39. MODIFICATION OR AMENDMENT** No modification or amendment of any of the terms hereof shall be effective unless the same is in writing and is signed by an authorized representative of each of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement from time to time by mutual agreement.

- 40. ENTIRE AGREEMENT** This Agreement, including the exhibits and addenda attached hereto and forming a part hereof (if any), is all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any elected official, officer, agent, associate or employee of PARKS and any officer, agency, employee or associate of the ARTIST prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.

- 41. NEGOTIATED AGREEMENT** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their

respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their signatures affixed below:

SPOKANE PARKS & RECREATION

ARTIST

Leroy Eadie
Director,
Spokane Parks & Recreation

Meejin Yoon

Date

p

EXHIBIT C
Scope of Work
Design and Construction Document Phase

SCOPE OF WORK, DESIGN PHASE

This is a collaborative project for a site-integrated or site-specific project as defined in Exhibit B, Call for Artists, attached and excerpted below.

A. Design and Planning Services:

The ARTIST will work with the **Riverfront Park Redevelopment** Project designers and Open Spaces Designers (as applicable), the **Parks** project manager, community representatives and city representatives during the design phase of the **Riverfront Park Redevelopment Artwork Project**, under the general direction of PARKS, inc consultation with Spokane Arts.

The lead artist will develop a comprehensive art plan for the park grounds, a concept proposal for one or more artworks, and final design and construction documents for one or more permanent outdoor artworks that will be sited within the Park.

The ARTIST will be an active and collaborative member of the design team and will develop a concept that is coordinated with the overall design for the Riverfront Park Redevelopment Project.

The ARTIST will also be responsive to Parks project management staff and the Joint Arts Committee. The ARTIST will be responsible for securing Parks staff and design team support for the artwork concept prior to presentation to the Joint Arts Committee and the Park Board.

The [concept] design phase is anticipated to be completed: September 1, 2017 with intermediate deadlines as indicated below.

If this contract is through construction documents:

The budget for fabrication and installation is **\$450,000** (all inclusive). Contingent upon approval of concept design, PARKS will contract with the ARTIST for subsequent phases of work

B. Development of a comprehensive art plan for Riverfront Park:

The ARTIST will work with the Joint Arts Committee, Parks staff and the design team to produce an art plan that will both inform the placement of their subsequent artwork(s) but will also indicate other areas of opportunity for artwork consideration

and siting within the Park. This art plan will leverage and build upon existing studies produced for the park, including but not limited to the Riverfront Park Master Plan and the Light & Sound Study. The ARTIST shall present the concept design proposal as a deliverable in the form of an illustrated presentation and report to the Joint Arts Committee, the Park Board and to community members through a series of open public meetings to be held throughout the development of the project.

C. Concept Design Proposal:

The ARTIST will develop a concept design proposal for the PROJECT to be submitted to PARKS and presented to the Joint Arts Committee.

The ARTIST shall present the concept design proposal as a deliverable in the form of an illustrated presentation and report and shall address the ARTISTS preliminary design ideas for the PROJECT (see below for presentation requirements). The concept design proposal shall include all aspects of the ARTIST's proposal, including artwork, integrated art and any other elements developed by the ARTIST.

The concept design proposal will describe the artwork size, scale, form, materials, and function, if applicable. The ARTIST shall investigate and confirm feasibility of the concept.

The ARTIST will develop a budget for the artwork as well as for any engineering and related costs.

D. Final Concept Design Proposal:

Upon recommendation for approval by the Joint Arts Committee of the concept proposal, the ARTIST shall submit a final concept design proposal for the PROJECT to PARKS. The final design proposal will include any modifications, if required, based on input from the Joint Arts Committee and will be a deliverable in the form of an illustrated report and shall include the designation of elements of the PROJECT design to be addressed by the ARTIST, ideas for design treatment and materials to be used, specifications, the designation of sites and a complete budget and schedule (see below).

E. Consultation:

Under direction of the OFFICE staff, the ARTIST will consult as necessary with the **Riverfront Park Redevelopment** project manager (or design staff and/or sub-consultants, including) in order to complete the Scope of Work specified in this Agreement. The ARTWORK must conform to safety, material and code standards. The ARTIST may be required to hire consultants to ensure that these standards met. The ARTIST may also be responsible for hiring, and paying fees associated with, consultants for any extraordinary engineering, lighting, or technical requirements resulting from the proposed ARTWORK design. In the event that the proposed

ARTWORK does not conform to safety, material and code standards, the ARTIST may be required to make the necessary changes at the ARTIST's own expense.

F. Community Involvement:

In addition to design meetings (consultation, above), the ARTIST may be asked to attend meetings with community representatives/user groups designated by PARKS or the Riverfront Park Redevelopment project team during the formulation of the art plan and the subsequent design proposal and to identify a site(s) for the ARTWORK(s) if applicable.

G. Presentations:

The ARTIST shall be required to present the concept design proposal for the artwork to the Joint Arts Committee, an oversight committee representing both the Park Board and the Spokane Arts Commission. The Joint Arts Committee will review the final design proposal. The ARTIST may be required to present artwork proposals either individually or jointly with PARKS at User Group/Stakeholder, community, Spokane Design Review Board, and other public meetings and to department directors as necessary.

H. Approval of Preliminary Concept Design Proposal and Final Design Approval:

1. **Concept Proposal:** Upon completion of the art plan and preliminary design, the ARTIST will submit a concept proposal to PARKS and the Joint Arts Committee for review. The proposal shall include ARTWORK and integrated design elements.

The Joint Arts Committee will make a recommendation for PARKS to approve the concept, to approve the concept conditioned upon changes, or to reject the concept.

PARKS will then make a recommendation to accept, accept with changes or reject the concept proposal.

The concept design proposal deliverables will include:

- a. A digital copy of the proposal submitted on CD, thumb drive or other digital media, or via email. The digital proposal will illustrate the project and will include but not
 - Site plan showing locations of artwork
 - Scale drawings of the concept or component thereof, including at least one elevation
 - The artwork concept shown in the context of the site
 - Designation of any elements to be incorporated into PROJECT construction documents.
 - Material/color samples (optional)

- b. A separate written document in 8 ½" x 11" format that includes but is not limited to:
- A narrative description and summary of the preliminary concept proposal for the ARTWORK for the PROJECT, including integrated design elements. The written description may include ideas for how the project could be expanded should additional funding be available at a later date.
 - A detailed budget, not to exceed \$450,000 for the proposed ARTWORK. This amount is all inclusive and shall include line items for materials, labor, consultants' costs (if applicable), travel, sales/use tax, contingency and liability insurance.
 - A reference image.

This written information may be included in the digital presentation; however, for the presentation to the Joint Arts Committee, the ARTIST shall provide 8 copies of the narrative description, budget and any other brief written supporting proposal document. The ARTIST is not required to print the entire digital presentation.

The ARTIST shall submit a copy of the digital presentation of the concept proposal and a copy of the written supporting material to PARKS a minimum of one week (or another mutually agreed to date) prior to the review by Joint Arts Committee. The remaining copies of written supporting material may be distributed at the Joint Arts Committee presentation.

2. **Final Design Proposal:**

Upon recommendation for approval by the PAAC of the concept proposal, the ARTIST shall submit a final design proposal for the PROJECT to the OFFICE. The final design proposal shall be a deliverable in the form of an illustrated report and shall incorporate any revisions based on PAAC's recommendations regarding the concept design and shall include designation of elements of the PROJECT design to be addressed by the ARTIST, ideas for design treatment and materials to be used, specifications, the designation of sites and a complete budget and schedule (see below).

The final design proposal submission shall include:

a. **Written Proposal**

One copy of a written proposal in 8 ½" x 11" format, and one electronic copy on CD or other digital media, to include:

- A written description and summary of a final design proposal for the ARTWORK for the PROJECT\
- Designation and any elements to be integrated into the PROJECT construction documents and confirmation that those elements have been included in the PROJECT documents (copy of PROJECT construction documents).
- Detailed maintenance requirements
- A detailed budget, not to exceed \$450,000 for the proposed ARTWORK. This amount is all inclusive and shall include line items for materials, labor,

consultants' costs (if applicable), travel, sales/use tax, contingency and liability insurance, as well as any construction credits that have been committed from the project, if applicable.

- A schedule for development, fabrication, completion, and installation of the proposed artwork.

The ARTIST shall submit a copy of the digital presentation of the concept proposal and a copy of the written supporting material to PARKS a minimum of one week (or another mutually agreed to date) prior to the review by the Joint Arts Committee. The remaining copies of written supporting material may be distributed at the Joint Arts Committee presentation. The requirements for the Final Concept Design presentation will be the same as those for the Concept Design Presentation with updated and revised information.

H. Construction Documents:

If the ARTIST's final design is accepted by PARKS and can be created within the project budget, the ARTIST will be asked to proceed with design development and construction documents for the fabrication and installation of the ARTWORK. The ARTIST'S Construction Document phase submission will include, but is not limited to the following:

1. Complete drawings for the fabrication and installation of the ARTWORK, showing all materials, dimensions, quantities, locations.
2. Complete specifications for the ARTWORK.
3. Complete construction documents showing the integration of the ARTWORK in the PARKS design.
4. Engineering documents or other related consultant documents as required.
 5. Documentation that PARKS staff and other design consultants as required have seen the construction documents.
 6. Complete budget, including those aspects of the ARTWORK to be paid for by construction dollars.
 7. Schedule
 8. Material samples

I. Fabrication Contract:

If the ARTIST'S submittal at the end of Construction Documents is accepted by PARKS and can be created within the project budget, the ARTIST and the OFFICE agree to negotiate a contract for the fabrication and installation of the ARTWORK. The ARTIST will be required to be covered by commercial general liability insurance.

- J. Acknowledgment** The ARTIST shall acknowledge the PARKS's role in funding the design of the artwork in all public presentations and written, printed or electronic publication of information regarding the artwork.

K. Tasks, Deliverables and Work Schedule for ARTIST's Concept Design:

All work shall be performed and deliverables provided according to the following schedule. By mutual agreement, dates may be changed due to changes in the PROJECT schedule.

1. Deliverable #1

Tasks below to be completed by October 1, 2016

- Deliver to, for acceptance by, the PARKS Director of proof of insurance, work plan and schedule

2. Deliverable #2 – preliminary design work

Tasks below to be completed by November 30, 2016

- Meet and coordinate with PARKS and its consultants, Spokane Arts and designated community and stakeholder representatives.
- Submit to PARKS and Spokane Arts a report of work performed to date, including meetings attended, art plan development, preliminary concepts, etc.
- Submit to PARKS and Spokane Arts preliminary drawings/report which illustrate ARTWORK (conceptual development and preliminary design).

3. Deliverable #3 –Completed Art Plan, Concept Design and presentation

Tasks below to be completed by February 28th, 2017

- Meet and coordinate with PARKS and its consultants, Spokane Arts and the designated community/stakeholder representatives. Submit to PARKS and Spokane Arts a report of work performed to date, including meetings attended, preliminary concepts, etc.
- Submit to PARKS and Spokane Arts a completed art plan, concept design proposal drawings and report which illustrate ARTWORK (Concept Design, see submission requirements above). Final report must be delivered at least one week prior to presentation to the Joint Arts Committee, below.
- The ARTIST shall present in person the concept design to the Joint Arts Committee and Spokane Arts for recommendation for approval and acceptance by PARKS of the concept design proposal for the ARTWORK.

4. Deliverable #4 – Final Design and presentation

Tasks below to be completed by April 30th, 2017

- Meet and coordinate with PARKS and its consultants, Spokane Arts and the designated community/stakeholder representatives to address and resolve any conditions upon approval recommendation. Submit to PARKS and Spokane Arts a report of work performed to date, including meetings attended etc.
- Finalize any designation of elements to be included in PROJECT construction documents
- Obtain and submit construction documents with ARTWORK shown incorporated therein
- Submit to PARKS and Spokane Arts final design proposal drawings and report which illustrate ARTWORK (Concept Design, see submission

requirements above). Final report must be delivered at least one week prior to presentation to the Joint Arts Committee, below.

- Present in person the final design to the Joint Arts Committee and Spokane Arts for recommendation for approval and acceptance by PARKS of the final concept design proposal for the ARTWORK..

5. Deliverable #5 – Construction Documents

Tasks below to be completed June 30th, 2017

- Meet and coordinate with the PARKS and its consultants, Spokane Arts and the designated community representatives to prepare and complete construction documents. Submit to Parks and Spokane Arts report of work performed to date, including meetings attended etc.
- Submit to, for acceptance by, PARKS and Spokane Arts final construction documents (see submission requirements above.)

EXHIBIT D (for Out-of-State Artists) Payment Terms and Schedule

1. TOTAL COMPENSATION TO ARTIST

The maximum amount PARKS will pay for all ARTIST services and products provided under this Agreement, including reimbursement for authorized and documented direct expenses, shall not exceed **\$45,998.16 (forty five thousand nine hundred ninety eight and sixteen cents.)**

2. PAYMENT OF TAXES

As Washington State sales or use taxes, the sum of **\$4,001.84 (four thousand one dollars and eighty four cents)** to be paid by the City directly to the state on behalf of the artist.

[Note: To calculate the amount of Artist compensation from the total amount of the awarded commission, divide the total amount of the awarded commission by 1.087. For example, an award of \$10,000 would yield an Artist payment of \$9,199.63 with taxes of \$800.37.]

3. PROCESS FOR PAYMENT OF TAXES

PARKS shall collect from itself and for and on behalf of the ARTIST whatever Washington State and City sales and use taxes are applicable to the artwork acquisition contemplated herein, by deducting the amount of the tax from the artist compensation amount and remitting that deduction to the State Department of Revenue at the time an incremental payment of compensation is made to the ARTIST.

Milestones/Tasks	Completion Date	Amount
1. COI, Work Plan, Schedule	October 1, 2016	\$4,599.82
2. Preliminary Design and Arts Plan Development	November 30, 2016	\$9,199.62
3. Completed Art Plan, Concept Design and presentation	February 28th, 2017	\$9,199.62
4. Final Design and presentation	April 30th, 2017	\$13,799.46
5. Construction documents, final schedule and coordination	June 30th, 2017	\$9,199.64
TOTAL ARTIST COMPENSATION	\$45,998.16	\$00.00
TAXES – Paid directly by Parks to taxing agencies.	\$4,001.84	\$00.00
TOTAL PAYMENTS (total of Artist compensation and Taxes)	\$50,000.00	\$00.00

EXHIBIT E -- Artist Invoice

SPOKANE ARTS
PO Box 978 Spokane, WA 99210
Attn: Executive Director

Public Art Program Invoice

From:	<u>Contractor Name & Address</u>	<u>Payee Name & Address:</u> (if different)
Phone:	A. <u>EIN # (if applicable)</u>	
Email:		
Payment method or contract number:	Is this a change of address?	

DETAILED DESCRIPTION OF SERVICE RENDERED OR PROJECT COMPLETED:

(What Parks gets in consideration of this payment)

Describe below: (Invoice # 1 of 1)**Total Due: \$****Pay use tax: (y/n)****Artist/Vendor/Contractor Signature:****Date:**

Invoices must be submitted within 4 weeks of completion of services to _____ at Spokane Parks & Recreation

*- Allow 30 days for payment -***For Spokane Arts use only****Project Title****Contract #****Date received****Date approved****Approval Signatures****Project Manager:****Date:****Executive Director:****Date:**

8/5/2016

OPR 2016-0319

3/7/16 Final Edit for Park Board Approval

Public Art Call Template

CaFE question: Show name

Riverfront Park Redevelopment

CaFE question: Show e-mail

laura@spokanearts.org

CaFE question: Show phone

509-321-9614

CaFE question: Short description

Spokane Arts, in partnership with the Spokane Parks & Recreation Department ("Department") and Spokane Park Board ("Board," and together with the Department, "Parks") seeks a lead artist to identify art opportunities within the new Riverfront Park Master Plan and to develop site-integrated artwork(s) for the redevelopment of Riverfront Park. The selected artist will work with Parks and their consultants from the early stages of design through the phased construction of the park. The lead artist will:

- (1) In consultation and collaboration with the Open Spaces design firm, develop an art plan for the redeveloped Riverfront Park;
- (2) Identify potential artwork(s) and design enhancements to be integrated during construction of the park to accommodate art works and venues, and,
- (3) Develop a consistent design strategy throughout the project, which could include reproducible or repeating elements and components that contribute to the overall identity of the Riverfront Park such as the Howard Street Promenade with a focus on areas of high volume visitor traffic or unique site-specific acuity. Artists with experience in a master planning process and in both art and design will be well-suited for this project.

The site has vast opportunities for artwork but there are limitations with proximity to the shoreline and pre-existing structures. The application deadline is Monday, April, 2016 at 5:00 p.m., Pacific Standard Time.

CaFE question: Description

INTRODUCTION

Spokane Arts and Parks seek a lead artist to develop artwork and identify further art opportunities for the redevelopment of Riverfront Park. The selected artist will work with Parks, project consultants, and other City departments as appropriate from the early stages of design through the phased construction of Riverfront Park. In particular, the selected artist must work closely with the Open Spaces Design Consultant, and other designated design consultants in developing an art plan and conceptual proposals required under Phases 1 and 2 of the Scope Elements.

BACKGROUND

Riverfront Park is central to the history of Spokane and its park system and is beloved by both citizens and visitors alike. The Riverfront Park is Spokane's number one tourist attraction. While Spokane's park system is funded annually, there have been few significant capital improvements since 1978. In 2014 and with unprecedented support, voters approved a \$64 million bond to improve Riverfront Park.

Riverfront Park is Spokane's urban park and is uniquely situated, spanning the Spokane River and Falls. It presents a deliberate combination of both natural and built environments and allows visitors to traverse the river, exploring its natural wonders and sweeping vistas. It is frequented by all ages and income brackets. Large events such as Hoopfest, Bloomsday and Pig-Out in the Riverfront Park attract thousands of residents and visitors alike into the downtown core.

BRIEF HISTORY

Riverfront Park occupies 100 acres of land and water in the center of downtown Spokane. The Spokane Falls and the surrounding land has long been a gathering place for people. Native Americans gathered and fished at the falls.

In the late 1800s, pioneers settled here and started the city of Spokane. The railroad industry fueled the city's growth and rail yards covered Havermale Island, the present site of Riverfront Park. By 1890, a wide variety of industries crowded the banks of the Spokane River at Post and Howard streets - laundries, iron mills, saw mills, a shingle mill, sash and door factory, lumberyard, grain and flour mills, a brewery, hydropower generation facilities and the City waterworks—along with a log boom, bridges, plank walks, dams, and flues that crisscrossed the riverbank and islands—and that was before the railroads got to the river bank ca. 1902. The riverbank - and what would later become Riverfront Park was a rather busy and cluttered place, not one along which you would want to take a Sunday afternoon stroll.

In 1974, Spokane hosted Exposition '74, "The World's Fair." In preparation for Expo '74, the Spokane River was cleaned up, the rail yards were removed, and the Great Northern Railroad Depot on Havermale Island was demolished. The Clocktower is all that remains of the 1902 depot.

Since Expo '74, there have been various additions and changes to Riverfront Park. While the gondolas, Skyride, and the Clocktower remain from the World's Fair, the Loeff Carrousel was relocated from historic Natatorium Park to the existing beer garden facility in Riverfront Park in 1975, and a separate building was built for the giant screen IMAX theater in 1978. More recently Riverfront Park added the Riverfront Rotary Fountain and Fountain Café to the southern entrance of the Riverfront Park.

After Expo '74, Spokane looked to maintain the festival atmosphere by removing the amphitheater and replacing it with a petting zoo, amusement rides, an ice rink, and a 90-minute theatrical exhibit on the history of Spokane. By the mid-1980s, only the rides, arcade room and ice rink remained. In the late 1980s Mini-Golf was added as an additional attraction. More recently, the former YMCA building was demolished and underlying property restored to its natural state under the Conservation Futures Program.

PROJECT SCOPE

Because there has been no significant investment in the Riverfront Park in 40 years, the park is in need of many routine upgrades and maintenance on critical structures.

The upgrades that this project seeks to achieve are:

- Promenades, Gateways and Public Grounds
- US Pavilion / Shelters / Central Plaza
- Loeff Carrousel Facility
- Year-Round Recreation Rink & Skyride Facility
- North Bank and Regional Playground

As part of the capital improvements, the Board is committed to maintaining and expanding the Riverfront Park's public art collection. Existing artworks will be assessed and scheduled for maintenance and will be reviewed for re-siting and/or deaccessioning as part of this project. Recognizing the intrinsic value in public art and placemaking, the Board will fund no less than \$650,000 for new art and will undergo additional fundraising efforts to supplement the budget for new art within this project.

Anticipated Riverfront Park Project Schedule:

2015-2016	Design team selection and preliminary design work
2016-2017	Preliminary and Final Design
2018-2020	Construction
2020	Project Completion

04/05/16
gbs

PERM

AGENDA SHEET FOR PARK BOARD MEETING OF: MARCH 10, 2016

Submitting Division
Parks and Recreation

Contact Person
Berry Ellison

Phone No.
625-6276



DEPARTMENT

- o Finance
- o Operations
- o Recreation/Golf
- X Riverfront Park
- o Parks & Recreation

COMMITTEE

- X Riverfront Park
- o Golf
- o Recreation
- o Land
- o Urban Forestry
- o Finance

RECEIVED

MAR 30 2016

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2016-0319

PARKS AND REC DEPT

AGENDA WORDING:

Motion to approve the call with the stated art budget of \$500,000 (Phases 1, 2 and 3), and the procedures set forth therein with subsequent actions to approve each phase/contract.

BACKGROUND:

The total project budget for this call is \$500,000, all-inclusive of travel expenses, taxes and other project costs. Contracting will be done in three phases: (1) \$50,000 for overall park concept design (Phases 1 and 2) and a completed art plan which identifies art opportunities within Riverfront Park and a conceptual proposal for one or more original artworks, including final designs and any necessary engineering for such artwork; (2) \$450,000 (Phase 3) for fabrication and installation of approved artworks. Current Washington state sales/use tax rates apply to all artist contracts issued during the project, regardless of where the artist resides. As of 2/25/2016, the sales/use tax rate for Spokane County is 8.7 percent.

RECOMMENDATION: Approve the call with the stated art budget of \$500,000, (Phases 1, 2 and 3) and the procedures set forth therein with subsequent actions to approve each phase/contract.

Fiscal Impact:

Expenditure: \$500,000
Revenue:
Budget Neutral:

Budget Account:

3346- TBD

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk

SIGNATURES:

Requestor: Berry Ellison

Parks Accounting: Nicole Edwards

Legal Department

Director of Parks and Recreation

DISTRIBUTION:

Budget Manager: Tim Dunivant
Parks: Pamela Clarke

Parks: Sari Luciano
Parks: Berry Ellison

Parks: Nicole Edwards

Parks: Berry Ellison
Parks: Katie Freeman

Parks: Lori Harvey
Parks: Accounting

Parks: Jo-Lynn Brown

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

3/10/2016

**CITY OF SPOKANE PARK BOARD
RESOLUTION**

A Resolution regarding solicitation of artists for the Riverfront Park Redevelopment Project.

WHEREAS, Riverfront Park was created for the grounds for Expo '74 and opened to the public as a city park in 1978, and

WHEREAS, Riverfront Park, after nearly 40 years as the central and iconic public gathering space for the City of Spokane, is in need of major capital improvements, and

WHEREAS, the Park Board adopted a Master Plan in 2014 identifying improvements to be made over the next 20 years, and

WHEREAS, the Park Board requested the City Council in the summer of 2014 to present a ballot bond measure to the citizens of Spokane for \$64.3 million in improvements to Riverfront Park, and

WHEREAS, the Citizens of Spokane overwhelmingly approved the 2014 Park Bond for Riverfront Park in the amount of \$64.3 million, and

WHEREAS, THE Riverfront Master Plan identified a portion of the improvements in Riverfront Park to include new art installations, and has agreed to set aside no less than \$650,000 of 2014 Park Bond proceeds for design and installation of new art in Riverfront, and

WHEREAS, pursuant to Spokane Municipal Code, the Joint Arts Committee was formed consisting of three Park Board members and three members of the Spokane Arts Commission (the "Joint Arts Committee") to coordinate the solicitation and selection of artists and art for Riverfront, and

WHEREAS, the Park Board previously contracted with the Arts Commission to provide support and expertise to the Joint Arts Committee, and

WHEREAS, the Arts Commission and the Joint Arts Committee have prepared a Public Art Call for a lead artist for the planning and installation of new art in Riverfront Park, which call provides for a total project budget for the call of \$500,000, with contracted work to be done in three phases: (1) \$30,000 for Phase 1 overall park concept design and a completed art plan which identifies art opportunities within Riverfront Park, (2) \$20,000 for Phase 2 conceptual proposals for one or more original artworks, including final designs and any necessary


engineering for such artwork, and (3) \$450,000 for fabrication and installation of approved artworks (the "Art Call"), and

WHEREAS, the Art Call sets forth the budget for the Art Call, the contracted work sought therein, and the procedure for approval of selection of the lead artist, review and approval of final designs and art installations, and further provides for payment for services rendered under the Art Call, all as set forth in more detail in the Art Call, and

WHEREAS, in a special meeting on February 26, 2016, the Park Board reviewed the Art Call and approved it with changes, which Art Call as modified and approved by the Park Board is attached as Exhibit "A" hereto,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARK BOARD OF THE CITY OF SPOKANE that the Art Call attached hereto as Exhibit "A" is approved. The Director of the Arts Commission is authorized to modify the application deadline in the Art Call as needed.

Dated this 10 day of March, 2016.

A handwritten signature in dark ink, appearing to be "C. H. H.", is written over a horizontal line.

Park Board President

3/7/16 Final Edit for Park Board Approval

Public Art Call Template

CaFE question: Show name
Riverfront Park Redevelopment

CaFE question: Show e-mail
laura@spokanearts.org

CaFE question: Show phone
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The site has vast opportunities for artwork but there are limitations with proximity to the shoreline and pre-existing structures. The application deadline is Monday, April, 2016 at 5:00 p.m., Pacific Standard Time.

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Riverfront Park Master Plan

Berger Partnership presentation

Digital Kitchen Light & Sound Study

<https://ftp.spokanecity.org/?ShareToken=808D96A9FABBD6CA4A94552A5A76DFBBC614D4B1>

Password: Art Reports

SCOPE OF WORK

The lead artist will work with Parks, project design consultants, designated citizen and oversight committees, and Spokane Arts to develop art for Riverfront Park. The artist's approach may include a combination of artwork(s) and design enhancements to be integrated during construction of Riverfront Park, consistent with a previously reviewed and adopted art plan, and incorporating where appropriate previous studies commissioned for the project such as the Riverfront Park Master Plan and the Digital Kitchen Light & Sound Study. The artist will be asked to demonstrate a consistent design strategy throughout the project. The design should consider reproducible or repeating elements, and components that contribute to the overall identity of Riverfront Park, as well as one or more artworks. The artist will work with the Open Spaces design team during the early phases of the project to identify opportunities integrating art and artist-designed elements. Artists with familiarity developing art plans and the master planning process, as well as experience in both art and design will be well suited for this project.

Opportunities for artwork within Riverfront Park are vast but are subject to restrictions with shoreline proximity and existing structures. The final approach and art plan may place heavy emphasis on the Howard Street Promenade, a north-south arterial that spans the rivers and includes two existing bridge structures and spaces for congregation with particular emphasis on the Central Plaza on Havermale Island. Free-standing sculpture may be an appropriate approach for this project given that the artworks consider unique context and site-specificity. All the artwork(s) must be sited within the park, and no new art may be placed in the Spokane River. The selected artist will work with Parks to understand and comply with relevant standards for accessibility and placement of objects in the Riverfront Park environment. Possible art opportunities may include, but are not limited to park furniture and structures, signage, wayfinding elements and freestanding sculpture or other artworks.

Scope Elements & Process Overview

Phase 1. In close consultation with the Open Spaces Design consultant (the Berger Partnership), the selected artist will first develop an art plan and concept design to propose an overall conceptual approach for incorporating art into Riverfront Park. The concept design will include initial ideas for appropriate artwork locations and art strategies.

The amount of \$30,000 will be appropriated for Phase 1 art plan and concept design. The art plan and concept design will be reviewed by the Department staff and the Riverfront Park Public Art Committee (a joint committee of the Park Board and the Arts Commission comprised of 6 members, and hereafter "Joint Art Committee"), and submitted to the Board for review and approval of the art plan and payment of the invoice for Phase 1 services.

Phase 2. The amount of \$20,000 will be appropriated for Phase 2 conceptual proposals, final designs and any necessary engineering. During this Phase, the artist will develop (a) a conceptual proposal for one or more original artworks, and (b) final designs and any necessary engineering for such artwork. The artist will work closely with the Open Spaces design consultant (the Berger Partnership), citizen oversight committees and Spokane Arts to determine which elements may be built as part of the construction project and which will be fabricated and installed by the artist. Final designs and any necessary

engineering will be subject to approval by the Board after review and recommendations by the Joint Art Committee. Upon approval Parks will remit payment to the lead artist.

Phase 3. Upon approval of final artwork designs and construction documents by Parks, the Board will contract with the artist and/or artists for fabrication and installation of recommended and selected artwork. Additional artists may be selected to create artworks for Riverfront Park should funds be available for the project, and these projects will be informed by the larger conceptual framework outlined by the lead artist. Total costs for Phase 3 shall not exceed \$450,000 in park bond dollars.

ELIGIBILITY

This call is open to professional artists residing in the United States. The City of Spokane encourages diversity in its collection. Artists whose work is well-represented in the city's collection are eligible to apply, but the artist selection panel will consider artistic diversity as one factor in the selection process. Students are not eligible to apply.

BUDGET

The total project budget for this call is \$500,000, all-inclusive of travel expenses, taxes and other project costs. Contracting will be done in three phases: (1) \$30,000 for Phase 1 overall park concept design and a completed art plan which identifies art opportunities within Riverfront Park, (2) \$20,000 for Phase 2 conceptual proposals for one or more original artworks, including final designs and any necessary engineering for such artwork, and (3) \$450,000 for fabrication and installation of approved artworks. Current Washington state sales/use tax rates apply to all artist contracts issued during the project, regardless of where the artist resides. As of 2/25/2016, the sales/use tax rate for Spokane County is 8.7 percent.

APPLICATION DEADLINE

April , 2016 at 5pm Pacific Standard Time

APPLICATION REQUIREMENTS

Applications must include:

- Sixteen (16) artwork images.
- Letter of interest (not to exceed 2,000 characters)
- Resume
- Image Identification List
- References
- Other questions as specified

SELECTION CRITERIA

The artist will be selected on the basis of the following criteria:

- Quality of concept, design and craftsmanship of past works, with emphasis on artworks that enhance the utilization of shared public spaces.
- The ability to produce durable outdoor art.
- A proven ability to collaborate in design teams, with design professionals and with community stakeholders.
- Demonstrated ability to complete projects on time and within budget, based on portfolio and provided and/or solicited references.

SELECTION PROCESS

The selection will take place in two parts. During the first round of the selection process, the Joint Art Committee will review the applicants' images, qualifications and other materials. The committee members will identify up to four finalists to interview at a second panel meeting two to three weeks later. The panel will select one artist to be recommended for award of the commission, which recommendation will be forwarded to the citizen Design Review Committee for feedback and to the Board for approval. All contracts for services will be between the selected artist and Parks, and binding only when approved by the Board. Services provided by the selected artist will be monitored and reviewed by Spokane Arts staff and the Joint Art Committee, all resulting designs, plans and recommendations subject to Board approval.

NOTIFICATION OF RESULTS

Applicants will be notified of the panel's decision by e-mail in late-April 2016. Parks and Spokane Arts reserves the right not to select any of the applicants.

WE'RE HERE TO HELP

Please contact Laura Becker, Executive Director of Spokane Arts, at laura@spokanearts.org or (509) 321-9614.

For assistance with the CaFE online application process, contact CaFE tech support at (888) 562-7232 or cafe@westaf.org, Monday-Friday, 7:30 a.m. to 4:00 p.m. Pacific Standard Time.

CaFE question: Mailing address

Do you have required or optional work samples for applicants to **hand-deliver/mail in**? NO

CaFE question: Accept applications

TBD

CaFE question: Applications deadline

When does the call close? April , 2016

CaFE question: Jury end

When do you plan to announce selected artists/send rejection letters? May 2016

CaFE question: # of images

16

CaFE question: Image/Site plan

Do you have an image or site plan to add? Yes

CaFE question: Application custom questions

1. Letter of Interest. Please provide a statement describing your interest in this project. (2,000 character limit.)

2. Resume. Copy and paste your resume into this space. Remove formatting from your resume; this space will only recognize plain text.

3. Image Identification List. Please include: artwork title, year installed, media, dimensions, commission amount and description (500 characters or less per image). Change this text as needed (e.g. add "price," etc...)

4. References. Please provide us with names, addresses, phone numbers and email addresses for at least three references who can speak to the quality of your artwork and ability to work with a variety of people.

5. (Optional question) Place of residence? Place of studio residence?

Final Edit for Park Board Approval – 02/26/2016

Public Art Call Template

Cafe question: Show name

Riverfront Park Redevelopment

Cafe question: Show e-mail

laura@spokanearts.org

Cafe question: Show phone

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Cafe question: Description

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PROJECT SCOPE

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- Public Spaces and Park Grounds
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Password: Art Reports

SCOPE OF WORK

The lead artist will work with Parks, project design consultants, designated citizen and oversight committees, and Spokane Arts to develop art for Riverfront Park. The artist's approach may include a combination of artwork(s) and design enhancements to be integrated during construction of Riverfront Park, consistent with a previously reviewed and adopted art plan, and incorporating where appropriate previous studies commissioned for the project such as the Riverfront Park Master Plan and the Digital Kitchen Light & Sound Study. The artist will be asked to demonstrate a consistent design strategy throughout the project. The design should consider reproducible or repeating elements, and components that contribute to the overall identity of Riverfront Park, as well as one or more artworks. The artist will work with the Open Spaces design team during the early phases of the project to identify opportunities integrating art and artist-designed elements. Artists with familiarity developing art plans and the master planning process, as well as experience in both art and design will be well suited for this project.

Opportunities for artwork within Riverfront Park are vast but are subject to restrictions with shoreline proximity and existing structures. The final approach and art plan may place heavy emphasis on the Howard Street Promenade, a north-south arterial that spans the rivers and includes two existing bridge structures and spaces for congregation with particular emphasis on the Central Plaza on Havermale Island. Free-standing sculpture may be an appropriate approach for this project given that the artworks consider unique context and site-specificity. All the artwork(s) must be sited within the park. The selected artist will work with City of Spokane and Board staff to understand and comply with relevant standards for accessibility and placement of objects in the Riverfront Park environment. Possible art opportunities may include, but are not limited to park furniture and structures, signage, wayfinding elements and freestanding sculpture or other artworks.

Scope Elements & Process Overview

Phase 1. In close consultation with the Open Spaces Design consultant, the Berger Partnership, the selected artist will first develop an art plan and concept design to propose an overall conceptual approach for incorporating art into Riverfront Park. The concept design will include initial ideas for appropriate artwork locations and art strategies.

The amount of \$30,000 will be appropriated for Phase 1 art plan and concept design. The art plan and concept design will be reviewed by Parks staff and the Riverfront Park Public Art Committee (a joint committee of the Park Board and the Arts Commission comprised of 6 members, and hereafter "Joint Art Committee"), and submitted to the Board for review and approval of the art plan and payment of the invoice for Phase 1 services.

Phase 2. The amount of \$20,000 will be appropriated for Phase 2 conceptual proposals, final designs and any necessary engineering. During this Phase, the artist will develop (a) a conceptual proposal for one or more original artworks, and (b) final designs and any necessary engineering for such artwork. The artist will work closely with the Open Spaces design consultant (the Berger Partnership), Parks oversight committees and Spokane Arts to determine which elements may be built as part of the construction project and which will be fabricated and installed by the artist. Final designs and any necessary

engineering will be subject to approval by Board after review and recommendations by the Joint Art Committee.

Phase 3. Upon approval of final artwork designs and construction documents by Parks, the Board will contract with the artist and/or artists for fabrication and installation of artwork. Additional artists may be selected to create artworks for Riverfront Park should funds be available for the project, and these projects will be informed by the larger conceptual framework outlined by the lead artist.

ELIGIBILITY

This call is open to professional artists residing in the United States. The City of Spokane encourages diversity in its collection. Artists whose work is well-represented in the city's collection are eligible to apply, but the artist selection panel will consider artistic diversity as one factor in the selection process. Students are not eligible to apply.

BUDGET

The total project budget for this call is \$500,000, all-inclusive of travel expenses, taxes and other project costs. Contracting will be done in three phases: (1) \$50,000 for overall park concept design and a completed art plan which identifies art opportunities within Riverfront Park and a conceptual proposal for one or more original artworks, including final designs and any necessary engineering for such artwork (2) \$450,000 for fabrication and installation of approved artworks. Current Washington state sales/use tax rates apply to all artist contracts issued during the project, regardless of where the artist resides. As of 2/25/2016, the sales/use tax rate for Spokane County is 8.7 percent.

APPLICATION DEADLINE

April 11, 2016, at 5pm Pacific Standard Time

Applications must include:

- Sixteen (16) artwork images.
- Letter of interest (not to exceed 2,000 characters)
- Resume
- Image Identification List
- References
- Other questions as specified

<c>SELECTION CRITERIA

The artist will be selected on the basis of the following criteria:

- Quality of concept, design and craftsmanship of past works.
- The ability to produce durable outdoor art.
- A proven ability to collaborate in design teams, with design professionals and with community stakeholders.
- Demonstrated ability to complete projects on time and within budget, based on portfolio and provided and/or solicited references.

<d>SELECTION PROCESS

The selection will take place in two parts. During the first round of the selection process, the Joint Art Committee will review the applicants' images, qualifications and other materials. The committee members will identify up to four finalists to interview at a second panel meeting two to three weeks later. The panel will select one artist to be recommended for award of the commission, which recommendation will be forwarded to the Board for review approval. All contracts for services will be between the selected artist and Parks, and binding only when approved by the Board. Services provided by the selected artist will be monitored and reviewed by Spokane Arts staff and the Joint Art Committee, all resulting designs, plans and recommendations subject to Board approval.

NOTIFICATION OF RESULTS

Applicants will be notified of the panel's decision by e-mail in late-April 2016. Parks and Spokane Arts reserve the right not to select any of the applicants.

WE'RE HERE TO HELP

Please contact Laura Becker, Executive Director of Spokane Arts, at laura@spokanearts.org or (509) 321-9614.

For assistance with the Cafe online application process, contact Cafe tech support at (888) 562-7232 or mail to: cafe@westaf.org, Monday-Friday, 7:30 a.m. to 4:00 p.m. Pacific Standard Time.

Cafe question: Mailing address

Do you have required or optional work samples for applicants to **hand-deliver/mail in**? NO

Cafe question: Accept applications

TBD

Cafe question: Applications deadline

When does the call close? April 11, 2016

Cafe question: Jury end

When do you plan to announce selected artists/send rejection letters? End of April 2016

Cafe question: # of images

16

Cafe question: Image/Site plan

Do you have an image or site plan to add? Yes

Cafe question: Application custom questions

1. Letter of Interest. Please provide a statement describing your interest in this project. (2,000 character limit.)
2. Resume. Copy and paste your resume into this space. Remove formatting from your resume; this space will only recognize plain text.
3. Image Identification List. Please include: artwork title, year installed, media, dimensions, commission amount and description (500 characters or less per image). Change this text as needed (e.g. add "price," etc...)
4. References. Please provide us with names, addresses, phone numbers and email addresses for at least three references who can speak to the quality of your artwork and ability to work with a variety of people.
5. (Optional question) Place of residence? Place of studio residence?

J. Meejin Yoon, AIA, FAAR (b. Seoul, Korea) is a Korean-American artist, designer, architect, and founder of MY Studio and Höweler + Yoon Architecture, LLP. She is the recipient of the United States Artist Award in Architecture/Design, the Athena RISD/Target Emerging Designer Award, the Rome Prize in Design, the Young Architects Award from the Architectural League, and a Fulbright Scholar. Yoon's academic and professional work has been widely recognized for its innovative and interdisciplinary nature. Her work has been exhibited at the Museum of Modern Art in New York, the Los Angeles Museum of Contemporary Art, the Institute of Contemporary Art in Boston, the Institut Valencia d'Art Modern, and the National Art Center in Tokyo, Japan. Her award winning projects include: *White Noise White Light*, internationally awarded for the Athens 2004 Olympics, *Shadow Play*, a public parasol canopy in downtown Phoenix, Arizona, and the *Collier Memorial* in honor of in honor of Officer Sean Collier. She is the co-author of *Public Works: Unsolicited Small Projects for the Big Dig* (MAP Book Publishers 2009), *Expanded Practice*, Höweler + Yoon Architecture / MY Studio (Princeton Architectural Press 2009) and author/designer of *Absence* (Printed Matter and the Whitney Museum of American Art 2003). Yoon received a Bachelor of Architecture from Cornell University, a Master of Architecture in Urban Design with Distinction from Harvard University in 1997. Yoon currently serves as Head of the Department of Architecture at the Massachusetts Institute of Technology.



Request for Qualifications - Lead Artist - Riverfront Park
Redevelopment

Downloaded by
Laura Becker

Wednesday, July 20th 2016, 3:32pm

Image Inventory List

Status: Confirmed

Event Name: Request for Qualifications - Lead Artist - Riverfront Park Redevelopment




Image	Name	Title	Medium	Dimensions	Duration	Price	Year	Description	Category
	Meejin Yoon	Collier Memorial	Solid Granite	12" x 36" x 28"		\$0.00	2015	Situated at MIT to mark a site of tragedy with a timeless structure, the stone arch creates a space of remembrance through a form that embodies the concept of strength through unity. The design combines age-old structural techniques for spanning masonry vaults with new digital fabrication.	
	Meejin Yoon	Collier Memorial	Solid Granite	12' x 36' x 28'		\$0.00	2015	Situated at MIT to mark a site of tragedy with a timeless structure, the stone arch creates a space of remembrance through a form that embodies the concept of strength through unity. The design combines age-old structural techniques for spanning masonry vaults with new digital fabrication.	
	Meejin Yoon	Swing Time	Polypropylene, Steel, Solar Panels	16' x 19' x 95'		\$400,000.00	2014	An interactive, off-the-grid playscape composed of 20 illuminated ring-shaped swings, the installation activates South Boston's new Innovation District. Internal electronics use solar energy collected by UV panels to create a powerful glowing color gradient.	

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	Meejin Yoon	Swing Time	Polypropylene, Steel, Solar Panels	16" x 19" x 95"		\$400,000.00	2014	An interactive, off-the-grid playscape composed of 20 illuminated ring-shaped swings, the installation activates South Boston's new Innovation District. Internal electronics use solar energy collected by UV panels to create a powerful glowing color gradient.	
	Meejin Yoon	Shadow Play	Steel, Solar Panels	14' x 32.5' x 40'		\$400,000.00	2015	Shadow Play transforms a traffic median into a public space to fosters pedestrian life and improves the downtown Phoenix streetscape. Aggregated clusters of shade structures create respite from the desert sun and collect UV rays which illuminate the structure at night.	
	Meejin Yoon	Shadow Play	Steel, Solar Panels	14' x 32.5' x 40'		\$400,000.00	2015	Shadow Play transforms a traffic median into a public space to fosters pedestrian life and improves the downtown Phoenix streetscape. Aggregated clusters of shade structures create respite from the desert sun and collect UV rays which illuminate the structure at night.	

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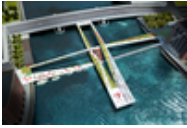

Image	Name	Title	Medium	Dimensions	Duration	Price	Year	Description	Category
	Meejin Yoon	Plus(+)Bridge	steel, concrete paver units, wood	36' x 500' x 500'		\$0.00	2016	Boston+ Bridge replaces an aging infrastructural landmark along the Boston waterfront with an elevated civic space and iconic community destination where "+" marks the spot. Layered programming and outdoor spaces act as both expedient thoroughfare and a meandering public path.	
	Meejin Yoon	Light Drift	Polypropylene	1.5' x 70' x 238'		\$100,000.00	2010	Light Drift is a temporary interactive lighting installation along the edge of the Schuylkill River drawing viewers into a playful engagement with the artwork, the river's edge, and each other. Visitor interaction transforms the lighting behavior and color of the orbs in the river from the land.	

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	Meejin Yoon	Dongdaemun Plaza (DDP) Kiosk	Steel	5" x 3" x 3"		\$250,000.00	2015	As an information platform and spatial interface for visitors, the Korea Kiosk experiments with curvature on a vertical axis to straddle between structure and sculpture. Intersecting voids create surprising new spaces and act as framing devices for the surrounding plaza.	
	Meejin Yoon	Dongdaemun Plaza (DDP) Kiosk	Steel	5 m x 3 m x 3 m		\$250,000.00	2015	As an information platform and spatial interface for visitors, the Korea Kiosk experiments with curvature on a vertical axis to straddle between structure and sculpture. Intersecting voids create surprising new spaces and act as framing devices for the surrounding plaza.	

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	Meejin Yoon	Crisscross Signal Spire	Perforated Steel	40' x 12' x 12'		\$400,000.00	2015	The Crisscross Signal Spire marks Dudley Square as an historic urban crossroads and acts as a sculptural beacon that ties past traditions to present-day communication habits. The spire uses real-time lighting and digital interfaces to mark time, and visualize transit flows of Dudley Square.	
	Meejin Yoon	Crisscross Signal Spire	Perforated Steel	40' x 12' x 12'		\$400,000.00	2015	The Crisscross Signal Spire marks Dudley Square as an historic urban crossroads and acts as a sculptural beacon that ties past traditions to present-day communication habits. The spire uses real-time lighting and digital interfaces to mark time, and visualize transit flows of Dudley Square.	
	Meejin Yoon	LOOP	Steel	3' x 89' x 89'		\$0.00	2015	Loop is a sculptural landmark that indexes the transition between ancient and contemporary Zhujiyajiao. The structure guides visitors into the river to present the water and surrounding vista through an unexpected and unusual vantage point.	

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Image	Name	Title	Medium	Dimensions	Duration	Price	Year	Description	Category
	Meejin Yoon	LOOP	Steel	3' x 89' x 89'		\$0.00	2015	Loop is a sculptural landmark that indexes the transition between ancient and contemporary Zhujiajiao. The structure guides visitors into the river to present the water and surrounding vista through an unexpected and unusual vantage point.	
	Meejin Yoon	White Noise White Light	Fiber Optics, Electronics, Mahogany	4' x 50' x 50'		\$150,000.00	2004	Installed for the 2004 Summer Olympics in Athens, the installation is activated by passersby. Where motion is detected, fiber optics transmit light from LEDs and speakers emit white noise to create a trajectory movement. The field becomes an unpredictable aggregation of movement, light and sound.	

J. Meejin Yoon, AIA, FAAR - Curriculum Vitae (abridged)

Höweler + Yoon Architecture LLP / MY Studio

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Associate Professor

Department of Architecture

Massachusetts Institute of Technology

77 Massachusetts Avenue, 10-491M

Cambridge, MA 02139

jmy@mit.edu

Education

Master of Architecture in Urban Design (with Distinction) 1997

Harvard University, Graduate School of Design

Bachelor of Architecture (First-Ranking) 1995

Cornell University, College of Architecture, Art and Planning

Academic Experience

Head of the Department of Architecture

Massachusetts Institute of Technology; Cambridge, MA (2001-Present)

Professional Experience

MY Studio; Boston, MA; Principal (2001-Present)

Höweler + Yoon Architecture, LLP; Boston, MA; Principal (2004-Present)

Registration

Registered Architect; New York

License: 033579-1

Selected Awards and Honors

2015 New Generation Design Leadership Award, *Architectural Record*
2015 Boston Society of Architects Honor Award, Collier Memorial
2014 Mies Crown Hall Architecture Prize, Finalist, BSA Space
2013 Architectural Review AR+D Emerging Architects Award, Chengdu Skycourts
2013 The American Architecture Award by The Chicago Athenaeum/The European Centre for Architecture
2012 Audi Urban Future Award
2012 Annual Design Review, *Architect Magazine*, Chengdu Skycourts
2012 Boston Society of Architects Honor Award, Chengdu Skycourts
2012 Irwin Sizer Award for Most Significant Improvement to MIT Education
2008 United States Artist Award
2008 R + D Award, *Architect Magazine*
2008 Athena Award, RISD/Target Emerging Designer Award
2008 Merit Award, *Residential Architect Magazine*, Outside-In Loft
2007 Graham Foundation for Advanced Studies in the Fine Arts Grant
2007 Design Vanguard, *Architecture Record*
2007 Emerging Voices, Architectural League New York
2007 Boston Society of Architects Honor Award, Outside-In Loft
2007 Boston Society of Architects Honor Award, Low Rez / Hi Fi
2007 Wade Award, Massachusetts Institute of Technology
2007 Chicago Prize, 3rd Place
2006 PS 1 MOMA YAP Finalist
2005 *Architectural Lighting* Design Award
2005 Cynthia Hazen Polsky and Leon Polsky Rome Prize Fellowship
2005 Young Architects Award, Architectural League New York
2002 New York City's Department of Cultural Affairs Grant
2002 The Andy Warhol Foundation for the Visual Arts Grant
1997 Fulbright Fellowship to Seoul, Korea
1995 Degree Marshal, Cornell University
1995 Clifton Beckwith Brown Medal for highest cumulative average in Architecture Design, Cornell University

1995 AIA Henry Adams Gold Medal for top-ranking graduating student, Cornell University

Museum and Gallery Exhibitions

Cut 'n Paste, Museum of Modern Art, New York 2013
Spontaneous Interventions, Venice Biennale, Venice 2012
Spontaneous Interventions, Chicago Cultural Center, Chicago 2013
Fit Nation, Center for Architecture, New York 2013
Shareway 2030, Istanbul Design Biennial, Istanbul 2012
Kowloon Ecopods, Hong Kong/ Shenzhen Biennale, Hong Kong 2012
Digital Futures, Tongji University, Shanghai 2011
Artists' Books: Content, Design, Voice, Form, RISD Library, Providence 2010
Confines, Institut Valencia d'Art Modern; Valencia, Spain 2009
Heroic, Pink Comma Gallery, Boston 2009
Fashion Ethics 'Wear Good', Gyeonggi Museum of Modern Art; Seoul, Korea 2009
Low Rez, MIT Museum; Cambridge, MA 2009
Permanent Collection, Museum of Arts and Design; New York, New York 2008
Matters of Sensation, Artists Space; New York, New York 2008
Skin and Bones, Somerset House; London, United Kingdom 2008
Skin and Bones, The National Art Center; Tokyo, Japan 2007
Skin and Bones, The Museum of Contemporary Art; Los Angeles, CA 2006
Design Life Now, National Design Triennial, Contemporary Arts Museum; Houston, Texas 2008
Design Life Now, National Design Triennial, Institute of Contemporary Art; Boston, Massachusetts 2007
Design Life Now, National Design Triennial, Smithsonian Cooper-Hewitt National Design Museum; New York, NY 2006
Institute of Contemporary Art, Philadelphia, Pennsylvania, 2004
Permanent Collection: Museum of Contemporary Art, Chicago, Illinois 2004

Selected Projects

Collier Memorial
Permanent memorial on MIT campus
Cambridge, MA
Completed 2015

Circus Conservatory of America
Institution and Performance Art Space
Portland, ME
Expected completion 2019

The Crossing
Finalist, 11th Street Bridge Park Competition
Washington, DC
2014

Swing Time
Interactive Public Space
Boston
Completed 2014

MIT Museum Renovation
Public Education, Collections and Staff Areas- 15,000 s.f.
Cambridge, MA
Schematic Design 2014

Criss Cross Signal Spire
Interactive Structure, Dudley Square
Boston
Completed 2015

Double Horizon: San Ysidro Border Crossing
Public Space, Art in Architecture Program for General Services Administration
San Ysidro Land Port of Entry, CA
Completed 2015

Shadowplay: Solar Canopy
Public Space and Streetscape

Phoenix, AZ
Completed 2015

Filene's Plaza
Public Space and Streetscape
Downtown Crossing, Boston
Construction Scheduled 2014

Audi City Dossier
Design Consulting on Urban Mobility
Boston, Massachusetts
Pilot Project 2014

Audi Urban Futures
Invited International Competition (100,000 Euro Prize)
Ingolstadt, Germany
Competition Winner 2013

Skycourt: Courtyard Compound
60,000 sf exhibition center
Chengdu China
Completion: 2011

Bridge House
Residential New Construction- 7,000 sf
McLean, VA
Under Construction 2013

Aviary
Public Space, Permanent Interactive Installation
Dubai UAE
Completed 2013

Hanley Wood Publishers
Office Space Renovation- 8,000 sf
Washington DC
Completed 2013

UNI
Public Space, Pop-up Library
New York, NY
Completed 2012

Harvard Common Spaces Plaza: Media Pylons
Public Space, Permanent Interactive Installation
Cambridge, MA
Unbuilt 2012

10 Degree House
Residential New Construction- 4,000 sf
Arlington, VA
Completed 2012

Boston Society of Architects Headquarters
Conference, Gallery and Office Interior New Construction- 16,000 sf
Boston, MA
Completed 2011

Wind Screen
Public Space, Temporary Interactive Installation
Cambridge, Massachusetts
Completed 2011

Light Drift
Public Space, Temporary Interactive Installation
Philadelphia, Pennsylvania
Completed 2010

Building 2345
Mixed Use New Construction- 4,500 sf

Washington, District of Columbia
Completed 2010

Tiverton Hotel + Spa
Boutique Hotel and Spa- 10,000 sf
Tiverton, RI
Unbuilt 2009

Trio Condominiums
Residential Interior Public Spaces New Construction- 30,000 sf
Palisades Park, NJ
Completed 2007

Outside In Loft
Residential Interior Renovation- 2200 sf
Boston, Massachusetts
Completed 2007

Low Rez – Hi Fi
Public Space, Permanent Interactive Installation
Washington, District of Columbia
Completed 2007

Net Xings, Chicago Prize
Public Space Competition for Pedestrian Bridge
Chicago, IL
Third Place 2007

Hover
Public Space, Temporary Interactive Installation
New Orleans, LA
Completed 2007

LOOP
PS1/MOMA Young Architects Program Installation Design
Long Island City, New York
Competition Finalist 2006

White Noise White Light
Public Space, Temporary Interactive Installation for Athens Olympics
Athens, Greece
Completed 2004

Three Degrees of Felt: Aztec Empire Exhibition
Exhibition Design in collaboration with Enrique Norton
Guggenheim Museum, New York
Completed 2004

Möbius Dress
LA MoCA, Somerset House London, National Art Center Tokyo
Completed 2005

Absence
Artist Book, World Trade Center Memorial
Printed Matter & Whitney Museum of American Art
New York, New York 2003

Defensible Dress
LA MoCA, Somerset House London, National Art Center Tokyo
Completed 2001

Selected Publications by [Books]

Yoon, J. Meejin. *Expanded Practice: Höweler + Yoon Architecture / MY Studio*. New York: Princeton Architectural Press, 2009.

Yoon, J. Meejin. *Public Works: Unsolicited Small Projects for the Big Dig*. Hong Kong: MAP Book Publishers, 2009.

Yoon, J. Meejin. *Absence*. New York: Printed Matter and the Whitney Museum of American Art, 2003.

Yoon, J. Meejin and Eric Höweler. *1001 Skyscrapers*. New York: Princeton Architectural Press, 2003.

Yoon, J. Meejin. *Hybrid Cartographies: Seoul's Consuming Spaces*. Seoul, 1998. (self published).

Selected Publications by [Essays in Books]

Höweler, Eric; J. Meejin Yoon. "Architectures of Eco-Literacy," in *Ground Rules for Humanitarian Design*. New York: J. Wiley and Sons, 2015: p. 136-141.

Höweler, Eric; J. Meejin Yoon. "Reciprocal Media," in Gail Peter Borden and Michael Meredith (Eds.). *Matter: Material Processes in Architectural Production*. Oxon, UK: Routledge, 2012: p. 123-141.

Yoon, J. Meejin; Eric Höweler. "Tangible Media/Intangible Matter," in Bradley Horn (Ed.), *Ineffable: Architecture, Computation, and the Inexpressible*. The City College of New York. Shenzhen: Oscar Riera Ojeda Publishers, 2012: 212-227.

Yoon, J. Meejin. "Projects at Play: Public Works." In *Back to the City: Collaborations Between Artists and Architects, Strategies for Informal Urban Design*, edited by Steffen Lehmann. Ostfildern: Hatje Cantz Verlag, 2009, 68-75.

Yoon, J. Meejin. "(K)not a Loop." In *Elegance AD*, edited by Ali Rahim and Hina Jamelle. London: Wiley Academy, 2007, 86-87.

Yoon, J. Meejin. "emBodied Tectonics." In *Material Process: Young Architects 4*. New York: Princeton Architectural Press, 2003, 124-149.

Selected Publications On by others [Books]

Joachim, Mitchell; Mike Silver. "Eco-Pod: Pre-Cycled Modular Bioreactor for Downtown Crossing." *Post-Sustainable: New Directions in Ecological Design*. New York: Metropolis Books, Forthcoming.

Allen, Stan. "The Future that is Now," in Joan Ockman (Ed.). *Architecture School*. Cambridge: MIT Press, 2012: 203-229.

Balmori, Diana; Joel Sanders. "Eco-Pod: Pre-Cycled Modular Bioreactor." *Groundwork: Between Landscape and Architecture*. New York: The Monacelli Press, 2011: 126-131.

Scaglione, Pino. "Eco-pod: Pre-cycled Modular Bioreactor for Downtown Crossing." *Cities in Nature: Ecourbanism Landscape Architecture*. Barcelona: Actar, 2012: 234-239.

Moskow, Keith; Robert Linn. "Höweler + Yoon Architecture: White Noise White Light." *Small Scale: Creative Solutions for Better City Living*, New York: Princeton Architectural Press, 2010: 168-173.

Dreyfous, Jon, Elite Kedan and Craig Mutter. *Provisional: Emerging Modes of Architectural Practice USA*, Princeton Architectural Press 2009.

Brownell, Blaine. *Transmaterial 2: A Catalog of Materials that Redefine our Physical Environment*. New York: Princeton Architectural Press, 2008.

Hodge, Brooke. "Craft and Community in Design." *Design Life Now: National Design Triennial 2006*. New York: Cooper-Hewitt Museum Smithsonian Institution, 2006.

Hodge, Brooke, Patricia Mears and Susan Sidlauskas. *Skin + Bones: Parallel Practices in Fashion and Architecture*. London: Thames & Hudson, 2006.

Selected Publications On by others [Periodicals]

"Sean Collier Memorial," *Architect Magazine*, June 2015; p. 76-81.

"Robotic Stereotomy: MIT Sean Collier Memorial," *Robotic Stereotomy*, July 2015; p.88-95.

"Take It to the Bridge," *Dwell*, June 2015

"Homes for a Lifetime," *Dwell*, December/January 2015: p. 76.

"Secret Garden, 10 Degree House." *Dwell*, April 2013: p. 30-32.

"Audi Urban Future Award: Höweler + Yoon Architecture." *A+U* 510, March 2013: p. 8-15.

Gerfen, Katie; Peter Aaron. "Collaboration Station." *Architect*, June 2013: p. 160-169.

Campbell, Robert. "On Fort Point Channel, an architects' space with an open door." *The Boston Globe*, February 12, 2012.

Lepik, Andres. "Physical Interface." *Domus* 955, February 2012: p. 8.

Orrell, Rita Catinella. "BSA Space." *Architectural Record*, March 2012: p. 106-108.

Zeiger, Mimi. "Oriented Patterns." *Domus* 957, April 2012: p. 28-39.

Bernard, Murrye. "Getting Centered." *Architect*, June 2012: p. 39-42.

"Höweler + Yoon Architecture." 15 Young Firms to Watch. *Residential Architect*, May-June 2012: p. 55.

Welton, Michael. "AIA Embraces Greater Transparency in Design." *Washington Post*, November 12, 2011.

Benjamin, David; Soo-In Yang. "The Living Interviews Höweler + Yoon." *Praxis* 11+12, 2010: p. 108-120.

Payne, Andrew. "Sustainability and Pleasure: An Untimely Mediation." *Harvard Design Magazine* 30, 2009: 68-83.

Weisstuch, Liza. "Thinking Outside (And Inside) the Box." *The Boston Globe*, May 15, 2008, Style & Arts section: p. D1, D8.

Linn, Charles. "My Studio / Höweler + Yoon Architecture's Low Rez Hi Fi Gives a D.C. Building a Much-Needed Sense of Place." *Architectural Record*, November 2008: p. 190-192.

Gerfen, Katie. "R + D: Hover." *Architect*, August 2008: p.58-59.

Murray, Hubert. "The New Establishment Meets the Next Wave." *Architectural Record*, May 2008: p. 106.

Weber, Cheryl. "Residential Architect Design Awards 2008." *Residential Architect*, May 2008: p. 55.

Sokol, David. "Centerfold: When Mardi Gras Came Early." *Interior Design*, February 2008: p. 156-157.

Stephens, Suzanne. "Höweler + Yoon Blurs Edges Between Art and Architecture With Digital Aplomb." *Architectural Record*, December 2007: p. 82-85.

Bernstein, Fred. "Quitting Their Day Jobs and Scaling Up." *The New York Times*, November 22, 2007, House & Home section: p. D1.

Keegan, Edward. "On the Circuit Boards." *Architect*, September 2007: p. 49-52.

Pogrebin, Robin. "Couples Who Build More than Relationships." *The New York Times*, April 22, 2007, p. 28.

Dunoff, Elizabeth. "Urban Instrument." *Architectural Lighting*, June 2008: p. 32-35.

Payne, Andrew. "Surfacing the New Sensorium," *Praxis Writing + Building*, Volume 9, 2007: p. 10.

Schjeldahl, Peter. "In Memoriam (Exhibition Review)." *The New Yorker*, Sept 11, 2006: p. 15.

Kennicott, Philip. "Bathed in the Right Light." *The Washington Post*, Aug. 26-2007, Style & Arts section: p. M1, M8.

"Design Awards 3: White Noise/White Light." *Architectural Lighting*, July/August 2006: p. 30.

Johnson, George. "A Customer Base of One." *Scientific American*, June 2005: p. 110.

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May 6, 2016

Laura Becker
PO Box 978
Spokane, WA 99210

Riverfront Park Redevelopment: Request for Qualifications

Dear Laura,

The redevelopment of Spokane's historic Riverfront Park marks a pivotal opportunity to evolve this urban landmark in ways that are consistent with its mission of expanding resources and inspiration for all who visit. As an idea-driven studio, we bring together extensive experience in fields of architecture and design; but also art, landscape, technology and construction to act as a creative catalyst in the design process. Our body of work and our experience with similar organizations highlights our site-specific approach to developing community oriented projects that resonate deeply with Spokane Arts ambitions and aspirations.

We design destinations.

Our studio has a reputation for designing unique and thoughtful urban spaces that create new destinations within rich contexts, which are at once contemporary and contextual. Our design team brings a unique set of skills and experiences that address both local conditions, national perspectives, and international expertise. We understand the legacy of Spokane's Riverfront Park to be a space that encourages community activity from its early history as an economic engine to its more recent role as the site of Expo '74. Much of our own work establishes a contemporary presence within a similarly rich history of Boston. Swing Time marked a site for community gatherings and social programming within the historically rich context of South Boston's neighborhood. The project addressed the challenge of designing contemporary community space within an historic context.

We design at multiple scales.

We are comfortable designing both specialized project details that highlight the technological innovations central to our work, as well as engaging in the design large-scale planning that covers entire sites and cities. Often, our public space designs, such as Plus(+)Bridge which spans between two historic neighborhoods of adjacent to the Boston Harbor, act as landmarks of larger swatches of a city's urban fabric.

In 2011, I was selected to co-curate MIT's FAST Art Festival which celebrated MIT's unique confluence of art, science, and technology. As organizer and curator, I selected sites on over 100 acres of land to showcase site-specific pieces of art, music, and media on MIT's campus. I was also tasked with commissioning specific artists and inventors to design surprising and exciting work that embraces MIT's past and envisioned an enhanced future.

Our designs respond to specific contexts.

One of the great opportunities with the Riverfront Park site is its potential to develop a design that responds the climactic conditions specific to the Pacific Northwest. Our projects aim to develop an eco-literacy among communities in order to demonstrate opportunities with surrounded renewable energy and use passive systems to create a climate and region appropriate design. Working with the City of

Phoenix Office of Art and Culture, we designed a steel pavilion oriented to optimize the intense solar rays of the region. Solar panels were positioned on the pavilion to collect UV rays, which illuminated the structure at night and created a welcoming gathering place in downtown Phoenix where none previously existed. Similarly, Swing Time uses solar technology to collect UV rays, which illuminate the glowing swings at night and make the structure completely off-the-grid.

We build identity.

The new investment in Riverfront Park will contribute to an equally new identity design of the site and city. Because we are aware of the large scale (100 acres) of the site, we are eager to contribute to engaging, sustainable, and playful design that will help contribute to a new identity. We are currently working with Philadelphia Mural Arts on FloatLab, a floating ecoscape and learning center, located on the Schuylkill River. The project has helped to attract people to the river's edge and focus attention on water remediation efforts. As the design develops, the identity of the Schuylkill as it relates to its municipal context and its urban image changes in proportion.

We have experience working with large teams.

We are eager to engage with a diverse range of team members, as many of our previous public space projects have involved multiple stakeholders, organizations, and community members. Since our founding in 2004, the studio has worked extensively with a range of collaborators, such as non-profit arts organizations (Philadelphia Mural Arts), municipal institutions (the Massachusetts Convention Center Authority), municipal cultural offices (City of Boston + City of Phoenix), government agencies (General Services Administration), and academic institutions (MIT + Harvard University).

For the past 14 years, I have been known for being one of the most interdisciplinary and innovative artists in the US, receiving many national and international design awards. Much of my work focuses on the idea that architecture is fundamentally a social art that brings people together, encourages interaction and inspires users about the world around them in order to foster a sense of discovery, curiosity, and playfulness. Play and playfulness are key aspects of my work, whether it's a museum, a park or in interactive art piece.

I am confident that we are an excellent match to work on the Riverfront Park Redevelopment. Through working with a diverse set of clients and contexts on comparable projects, we have developed an expertise in delivering spaces that exceed client and user expectations. I thank you for the opportunity to submit a proposal for this very significant and inspiring project.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. M. J.', with a long horizontal line extending to the right.

May 6, 2016

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