



Spokane Park Board Agenda

Oct. 13, 2016 – 1:30 p.m.

City Council Chambers, lower level City Hall
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 Dr.
Pendergraft, Lauren
Sumner, Nick
McGregor, Ted
Greta Gilman
Mumm, Candace – Council Liaison

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:**
 - A. Sept. 8, 2016, Regular Park Board and Study Session meeting minutes
 - B. Sept. 23, 2016, Special Park Board meeting minutes
3. **Additions or Deletions to the Agenda:**
 - A.
4. **Special Guests:**
 - A.
5. **Claims:** Claims for the month of September 2016 – *Susan Traver*
6. **Financial Report & Budget Update:** *Mark Buening*
7. **Special Discussion/Action Items:**
 - A.
8. **Committee Reports – Action Items:**
 - Urban Forestry Tree Committee:** Oct. 4, 2016 – *Lauren Pendergraft*
 - A. None
 - Golf Committee:** Oct. 11, 2016 – *Nick Sumner*
 - A. 2017 Green fees
 - Land Committee:** Oct. 5, 2016
 - A. Manito Park Mirror Pond Phase II renovation contract (\$155,972.40)

Recreation Committee: Oct. 6, 2016 – *Dr. Sam Selinger*

- A. Cal Ripken Sr. Foundation contract – Mission Ability Field Project (\$560,000)
- B. Oxarc 2016 Aquatics Chemical Value Blanket Adjustment (\$6,500)

Riverfront Park Committee: Oct. 10, 2016 – *Ted McGregor*

- A. Pavilion delivery method
- B. Hill International contract amendment (\$39,000)
- C. CH2M Hill amendment #6 – historic preservation plan (\$72,883)
- D. Berger Partnership – CUP additional services (\$13,918)
- E. Berger Partnership Loeff Carrousel/HSBS amendment – South Promenade (\$52,500)
- F. Sole source resolution for Fort Walla Walla Museum (budget neutral)
- G. Sole source resolution for Spokane Tribe (budget neutral)
- H. Geotechnical Engineering contract amendment for soil stockpile plan (\$9,700)
- I. Loeff Carrousel boardwalk structural services – Berger Partnership contract amendment (\$15,704)

Finance Committee: Oct. 11, 2016 – *Susan Traver*

- A. EBO – Cameron-Reilly contract for Witter Pool repair (\$404,320.95)
- B. Spokane Parks Foundation resolution
- C. 2017 Budget

Bylaws Committee: *Ross Kelley*

Design Steering Committee: Oct. 6, 2016 – *Chris Wright*

9. **Reports:**

Park Board President: *Chris Wright*

Liaison Reports:

- A. Conservation Futures Liaison
- 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/emails: Affordable Family Entertainment
- B. Newsletters:
 - Corbin Senior Activity Center
 - Hillyard Senior Center
 - Southside Senior and Community Center
 - Sinto Senior Activity Center

12. **Public Comments:**

- A.

13. **Adjournment:**

- A. Next Committee meeting dates:
 - Urban Forestry Committee: 4:15 p.m. Nov. 1, 2016, Woodland Center, Finch Arboretum
 - Golf Committee: 8:05 a.m. Nov. 8, 2016, City Council Briefing Center
 - Land Committee: 3 p.m. Nov. 2, 2016, City Hall Conference Room 5A

- Recreation Committee: 3 p.m. Nov. 3, 2016, Manito Meeting Room, Manito Park
Riverfront Park Committee: 8:05 a.m. Nov. 7, 2016, City Council Briefing Center
Finance Committee: 3 p.m. Nov. 8, 2016, City Hall Conference Room 2B
B. Next Park Board: 1:30 p.m. Nov. 10, 2016, City Council Chambers
C. Next Park Board Study Session: 3:30 p.m. Nov. 10, 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
SEPT. 2016 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - OCT. 13, 2016

PARKS & RECREATION:

SALARIES & WAGES	\$	1,172,154.01
MAINTENANCE & OPERATIONS	\$	346,581.99
CAPITAL OUTLAY	\$	47,487.91
PARK CUMULATIVE RESERVE FUND	\$	7,508.80
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	179,899.24
COMMUNITY DEV BLOCK GRANTS (CAPITAL)	\$	-
FINCH MEMORIAL ARBORETUM FUND	\$	-

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	241,624.07
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GOLF:

SALARIES & WAGES	\$	202,009.15
MAINTENANCE & OPERATIONS	\$	124,926.40
CAPITAL OUTLAY	\$	1,841.00

TOTAL EXPENDITURES: \$ 2,324,032.57



Financial Report
September, 2016

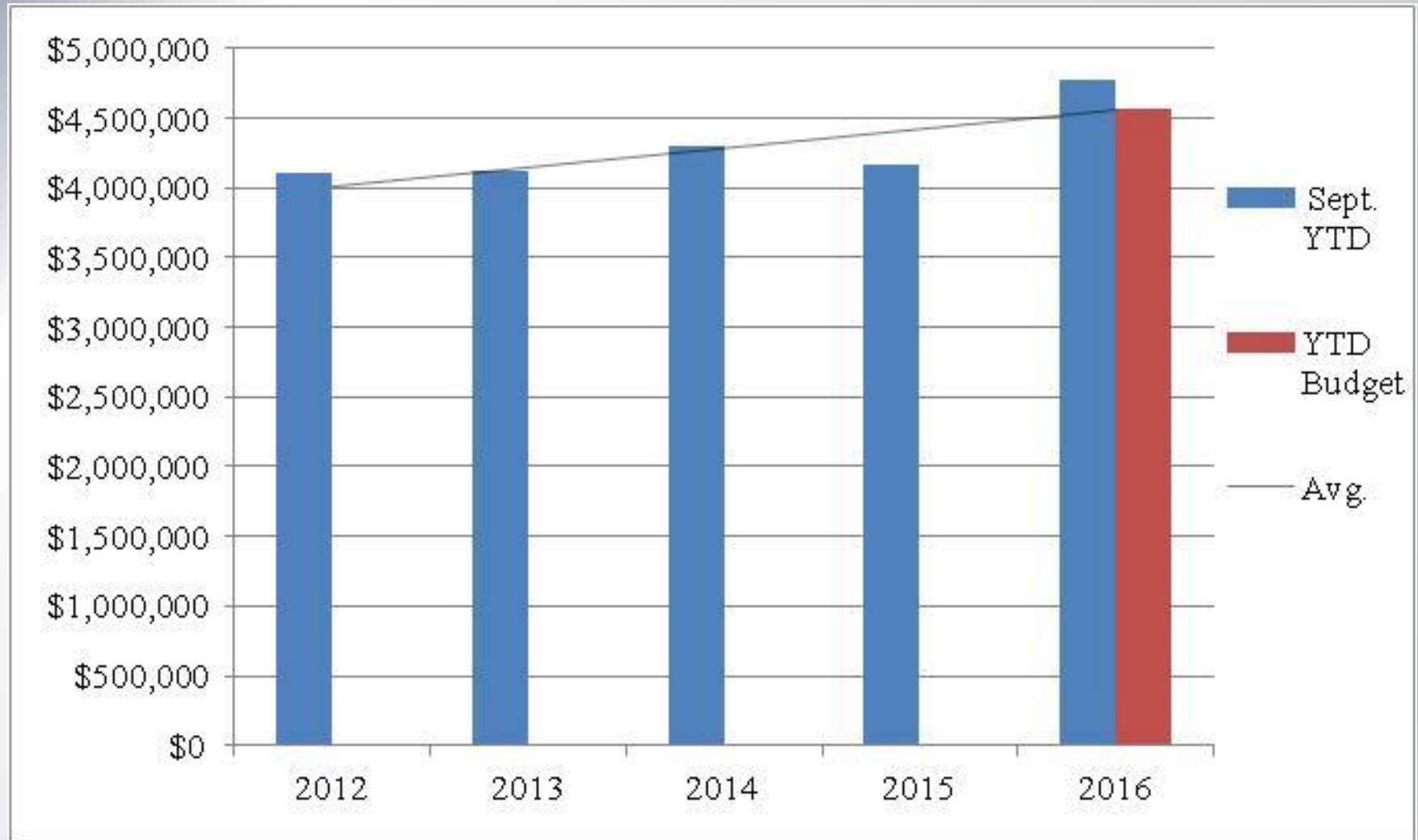
City of Spokane Parks & Recreation

PARK FUND – Revenues & Expenditures

September 30, 2016 (reported in millions)

As of September (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	6.44	4.57	4.68	102%
Transfers In	13.51	9.89	10.40	105%
Funds Available	19.94	14.46	15.08	104%
Expenditures	17.20	12.55	12.21	97%
Transfers Out	0.55	0.47	0.25	52%
Capital Outlay	3.30	1.64	0.42	26%
Windstorm 2015 - NET	0.35	n/a	-0.04	n/a
NET	-1.46	-0.20	2.25	
Beginning Fund Balance	1.05	1.05	1.05	
Ending Fund Balance	-0.41	0.85	3.30	

Park Fund Revenue 5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

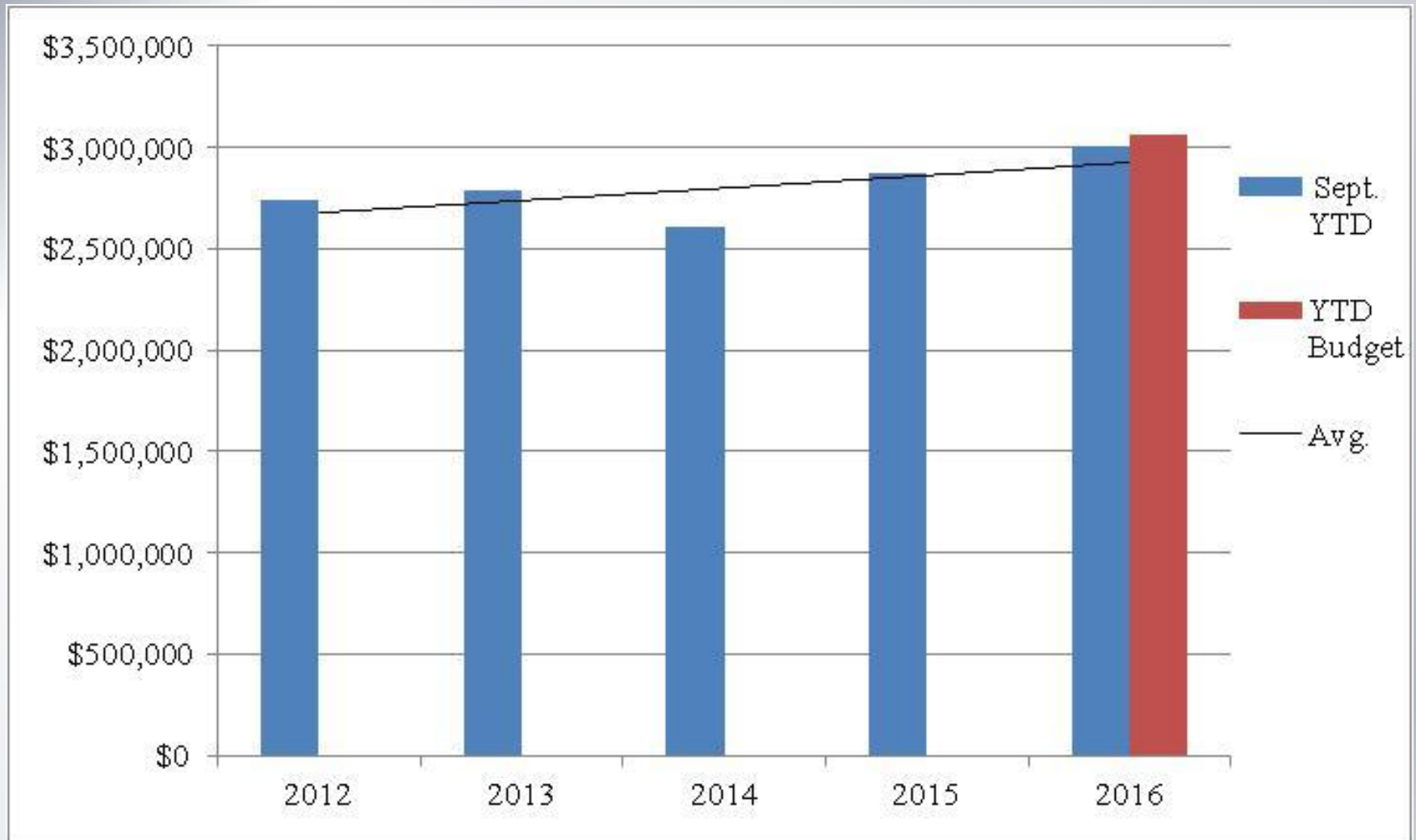
GOLF FUND – Revenues & Expenditures

September 30, 2016 (reported in millions)

As of September (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.38	3.06	3.01	98%
Transfers In	0.04	0.02	0.00	0%
Funds Available	3.42	3.08	3.01	98%
Expenditures	3.20	2.30	2.18	95%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.28	0.23	0.07	32%
Windstorm 2015	0.12	n/a	0.08	n/a
NET	-0.19	0.55	0.68	
Beginning Fund Balance	0.11	0.11	0.11	
Ending Fund Balance	-0.07	0.66	0.79	

Golf Fund Revenue

5 Year Trend & YTD Budget





2016/2017 Golf Fees

*Price includes all sales and admission tax

City of Spokane Parks & Recreation Golf Fees	2016	2017	±
18 Holes Prebook Time (any day)	35	40	+5
18 Holes Monday - Thursday	31	33	+2
18 Holes Friday - Sunday & Holidays	34	36	+2
9 Holes (Monday - Thursday; after 1 PM Fri-Sun & Holidays)	22	23	+1
9 or 18 Hole Junior Rate	10	10	n/a
Tournament Rate	32	35	+3
Sunset Rate	14	15	+1
10 Play Pass (Trans)	262	282	+20
Daily Private Cart	12	12	n/a
10 Punch Trail Fee	X	X	n/a
Annual Private Cart	250	250	n/a
Discount Card Rates			
Discount Card	37	40	+3
Adult 18 Hole (Monday - Thursday)	24	26	+2
Adult 18 Hole (Friday - Sunday & Holidays)	27	29	+2
Adult 9 Hole (Monday - Thursday; after 1 PM Fri- Sun & Holidays)	19	20	+1
Senior 18 Hole (Monday - Thursday)	22	24	+2
Senior 18 Hole (Friday - Sunday & Holidays)	27	29	+2
Senior 9 Hole (Monday - Thursday; after 1 PM Fri - Sun & Holidays)	18	19	+1
Multiple Play Card Rates			
Multiple Play Card	263	263	n/a
Adult 9 or 18 Hole (Monday - Thursday) 18 Holes 2016	17	18	+1
Adult 9 or 18 Hole (Friday - Sunday & Holidays) 18 Holes 2016	19	20	+1
Senior 9 or 18 Hole (Monday - Thursday) 18 Holes 2016	16	17	+1
Senior 9 or 18 Hole (Friday - Sunday & Holidays) 18 Holes 2016	19	20	+1
Unlimited Passes			
Junior Unlimited Only	250	250	n/a
Junior Unlimited (Must purchase with Adult or Senior unlimited)	200	200	n/a
Adult Unlimited	1833	1850	+17
Spouse Unlimited (Must purchase with Adult or Senior unlimited)	575	575	n/a
Senior Unlimited	1728	1750	+22



City Clerk's No. _____

**City of Spokane Parks
and Recreation Department**

PUBLIC WORKS CONTRACT

Title: **MIRROR POND RENOVATION PROJECT – PHASE II**

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), a Washington municipal corporation, and **KD'S HAULIN & EXCAVATION, LLC**, whose address is 118 North Deepcreek Road, Medical Lake, Washington 99022 as ("Contractor").

WHEREAS, the purpose of this Contract is to hire a Contractor for the Park Department's Mirror Pond - PHASE II Renovation Project; and

WHEREAS, the Contractor was selected through a City issued Request For Bids (RFB # 4286-16), with contractor responses due no later than August 29, 2016.

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

1. TERM OF CONTRACT.

The term of this Contract begins within ten (10) days of the City's Notice To Proceed (NTP), which is likely around September 31, 2016, and ends on May 31, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **MIRROR POND RENOVATION – PHASE II**, and in accord as advertised in the **Parks & Recreation RFB #4286-16**.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED SEVENTY TWO AND 40/100**

DOLLARS (\$155,972.40) not including taxes if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Parks & Recreation, Administration Office, 5th Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the **Parks & Recreation Department**, and are incorporated into this Contract by reference, as if they were set forth at length.

6. LIQUIDATED DAMAGES.

Liquidated damages shall be assessed in accord with the contract documents.

7. BONDS.

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

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

9. FEES.

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

10. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number;

and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

11. TAXES, FEES AND LICENSES.

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

12. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <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.

13. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights

of third parties, including taxes, accrued or accruing as a result of this Contract or work performed or materials furnished directly or indirectly because of this Contract.

15. INSURANCE.

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, namely as advertised in the **Parks & Recreation RFB #4286-16**. 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

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

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. TERMINATION.

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

20. STANDARD OF PERFORMANCE.

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

21. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

22. CONSTRUAL.

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Contract for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in

accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

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

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

KD'S HAULIN & EXCAVATION, LLC

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor’s General Scope of Work
Payment Bond
Performance Bond

16-716

PAYMENT BOND

We, **KD'S HAULIN & EXCAVATION, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED SEVENTY TWO AND 40/100 DOLLARS (\$155,972.40)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MIRROR POND RENOVATION – PHASE II**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

KD'S HAULIN & EXCAVATION, LLC,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was authorized to
sign the document and acknowledged it as the agent or representative of the named surety company
which is authorized to do business in the State of Washington, for the uses and purposes therein
mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **KD'S HAULIN & EXCAVATION, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED SEVENTY TWO AND 40/100 DOLLARS (\$155,972.40)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MIRROR POND RENOVATION – PHASE II**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

KD'S HAULIN & EXCAVATION, LLC ,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the named Surety
Company which is authorized to do business in the State of Washington, for the uses and purposes
mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

BID TABULATION

BID #4286-16 MIRROR POND RENOVATION – PHASE II (RE-BID)

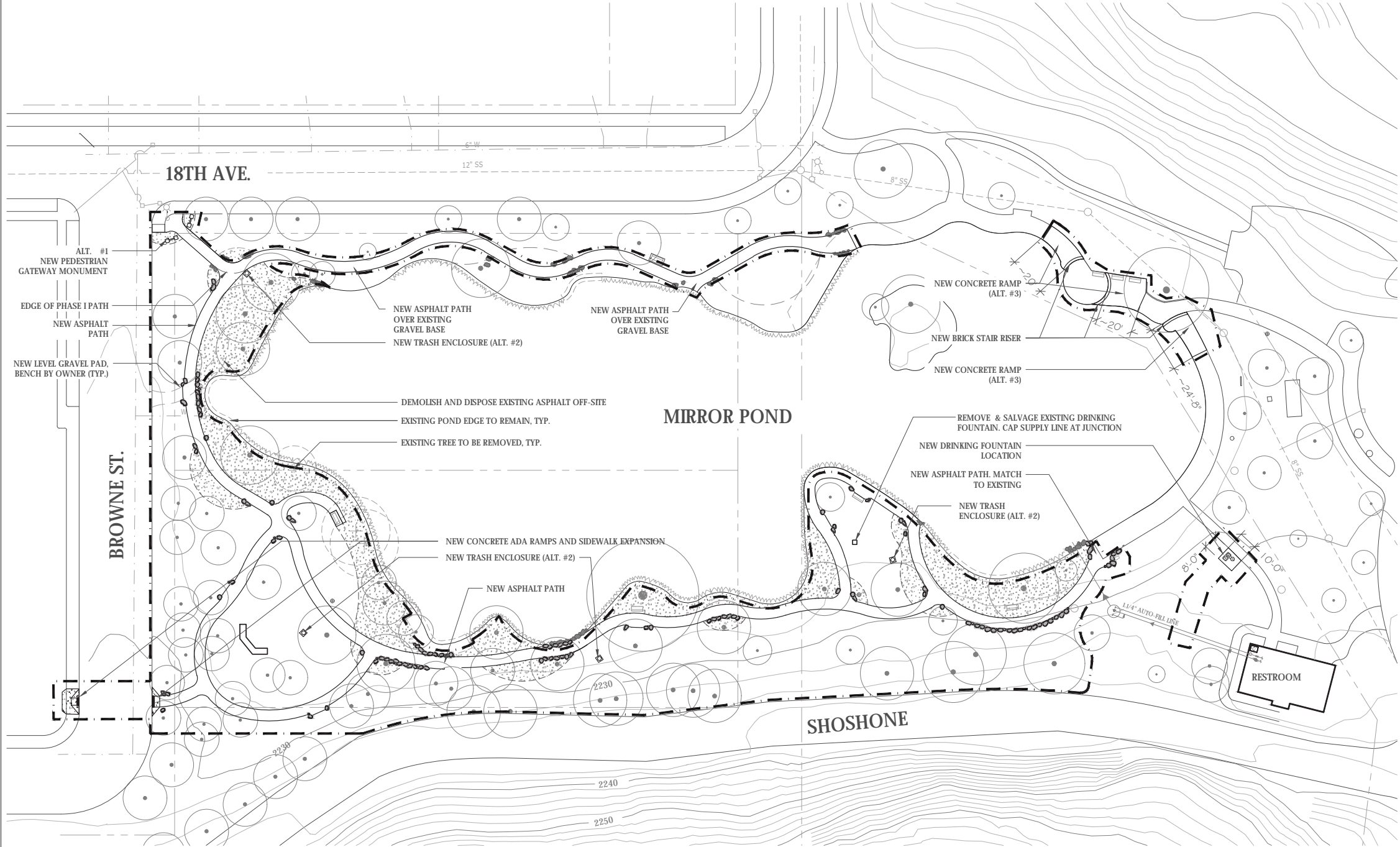
DUE: MONDAY, AUGUST 29, 2016

DESCRIPTION	KD's Haulin & Excavation LLC 118 N Deepcreek Rd Medical Lake WA 99022 (509) 953-8118 Karen Howland khworkerbee@live.com	Bacon Concrete 16510 N Brannon Ln Spokane Wa 99208 (509) 924-3900 Greg Bacon greg@baconconcrete.com	Clearwater Summit Group 4228 E Wellsley Spokane WA 99217 (509) 482-2722 tsweet@clearwatersummitgroup.com	AM Landshaper 8004 N Market Spokane WA 99217 (509) 468-4335 amlandshaper@msn.com	Wm Winkler Co. PO Box 430 Newman Lake WA 99025 (509) 489-6100
BASE BID	\$155,972.40	\$174,600.00	\$181,588.00	\$228,567.00	\$258,875.00
Trenching System	\$90.00	\$1.00	\$1.00	\$1.00	\$1.00
SALES TAX	\$13,566.00	\$15,190.20	\$15,795.64	\$19,885.00	\$22,522.21
TOTAL	\$169,628.40	\$189,791.20	\$197,354.64	\$248,452.00	\$281,398.21
ALTERNATE #1	\$2,648.00	\$8,250.00	\$23,603.00	\$30,059.00	\$29,790.00
ALTERNATE #2	\$6,572.00	\$9,400.00	\$12,123.00	\$6,096.00	\$7,545.00
ALTERNATE #3	\$3,472.00	\$4,200.00	\$24,116.00	\$16,580.00	\$28,625.00
Subcontractors	Diamond Asphalt Paving Earthwork \$25,632.00 DIAMOAP841DN Northwest Plant Health Care Inc. Tree Protection & Pruning \$7,560.00 NORTHPH994LZ Maces Outwest Concrete Earthwork \$3,472.00 MACESOCOTTDC	Red Diamond Paving HMA \$25,600.00 SHAMPC099LM Joy Landscape Landscape \$80,000.00 JOYLALD938NA	Cameron-Reilly Concrete \$21,400.00 CAMERRL942NU Diamond Asphalt Paving Asphalt \$25,630.61 DIAMOAP841DN	Jim Johnson Cement Contractor Concrete Flatwork \$2,350.00 (\$6,970.00 Alt #3) JIMJOCC009JE R&R Masonry Masonry \$12,500 (Alt #1) RRMASI*0050Q Inland Asphalt Paving \$21,749.00 INLANAC9840K	Hidden Rivers Landscaping \$88,825.00 HIDDERS162NA Anderson Masonry Inc. CMU & Brick Features \$17,000.00 ANDERMI142CL
Washington State Contractor's	KDSHAHE841DG	BACONCI072L9	CLEARSG000KN	AMLANI*971DO	WWMWINC*935LA

Registration Number					
U.B.I. Number	603-389-577	601-398-658	601-450-995	601-701-273	602-703-784
Washington Employee Security Department Number		760 832 005	768487-009	875438-01	36426 00 9
Washington Excise Tax Registration Number		601-398-658	601-450-995	601-701-273	602-703-784
City of Spokane Business License Number		T12011451BUS	T12032723BUS	T12000726BUS	T11099851BUS
Bid Bond Present	YES	YES	YES	YES	YES

The bid request was sent to 19 contractor/suppliers/placenters, with 5 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS AND BIDDER RESPONSIBILITY. AWARD OF BID IS MADE BY CITY COUNCIL.



SITE LEGEND

SYMBOL	DESCRIPTION
	PROPERTY LINE
	EDGE OF EXISTING HARDSCAPE (CONCRETE, A/C PAVING, ETC)
	EDGE OF EXISTING POND
	EXISTING SANITARY SEWER
	EXISTING SANITARY SEWER APPURTENANCE
	EXISTING HYDRANT
	EXISTING BUILDING
	LIMIT OF WORK - PHASE 2
	EXISTING BOULDERS

NOTES

- SEE COVER SHEET FOR SCOPE OF WORK AND GENERAL NOTES.
- SEE WRITTEN SPECIFICATIONS FOR SUPPLEMENTAL INFORMATION INTEGRAL TO THIS SCOPE OF WORK.
- AIR SPADE, HAND TRENCH OR DIRECTIONAL BORE WITHIN THE DRIPLINE OF EXISTING TREES. AREAS TO BE MARKED BY OWNER'S REPRESENTATIVE PRIOR TO ANY EXCAVATION
- THESE DRAWINGS ARE NOT DERIVED FROM A LEGAL SURVEY. ADJUSTMENT OF IMPROVEMENTS MAY BE REQUIRED. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES FOUND BETWEEN THESE DRAWINGS AND ACTUAL SITE CONDITIONS.
- GENERAL ACCESS TO SITE SHALL BE FROM WEST OFF BROWN ST. COMPLETELY RESTORE ANY AREAS DAMAGED FROM STORING/STOCKPILING MATERIALS ON SITE. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL RELEVANT PERMITS IF STORING/STOCKPILING MATERIALS IN ROAD.
- CONSTRUCTION FENCING SHALL BE INSTALLED AT PROJECT BOUNDARIES TO BEST FACILITATE THE WORK, BUT NOT COMPLETELY LIMIT ACCESS TO THE OTHER PARTS OF THE PARK NOT INVOLVED IN THIS CONSTRUCTION. ACCESS TO MIRROR POND SHALL NOT BE OBSTRUCTED ON EAST END OF POND EXCEPT FOR AREA INVOLVED IN ALT. #3 WORK.

100% CONSTRUCTION DOCUMENTS

DATE	BY	PROJ.	DESCRIPTION	DATE	BY	PROJ.	E.F.N.	U.S.N.	FROM	TO	COUNCIL ACCEPT DATE	FROM	TO	ORD. NO.	DATE	FILE NO.
REVISIONS/ADDENDUM												AS BUILT				

NAVDB8 = (OLD CBM ELEV.) - (13.13) AS OF JANUARY, 2000 USE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDB8)		CURRENT CITY/COUNTY DESIGN STANDARDS ADOPTED FEB. 2007	
BENCH MARK LOCATION		BY: TP DATES: 08/10/16	
NAVDB8 ELEV. N/A		DRAWN: TP	
CBM NO. N/A		REVISED: CV	
NAVDB8 DATUM		APPROVED:	
BAR IS ONE INCH ON ORIGINAL DRAWING.		HORIZONTAL PLAN/PROFILE N/A	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		VERTICAL PROFILE ONLY N/A	
		1"=30'-0"	



CITY OF SPOKANE, WASHINGTON
PARKS AND RECREATION DEPARTMENT
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6200

BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY



L1.1
3 OF 10

PROJECT NAME: MIRROR POND RENOVATION PHASE II		TYPE OF IMPROVEMENT: LANDSCAPE	
SEGMENT LIMITS:		CITY PROJECT NUMBER	
SITE PLAN		CITY PLAN NUMBER	
PROJECT LIMITS:		DATE	



MISSION PARK ABILITY FIELD PROJECT

Groundbreaking Ceremony: Thursday, October 20 (TBA)

Start Date: Monday, October 24, 2016

Completion Date: Friday, May 26, 2017

Project Phase I Summary:

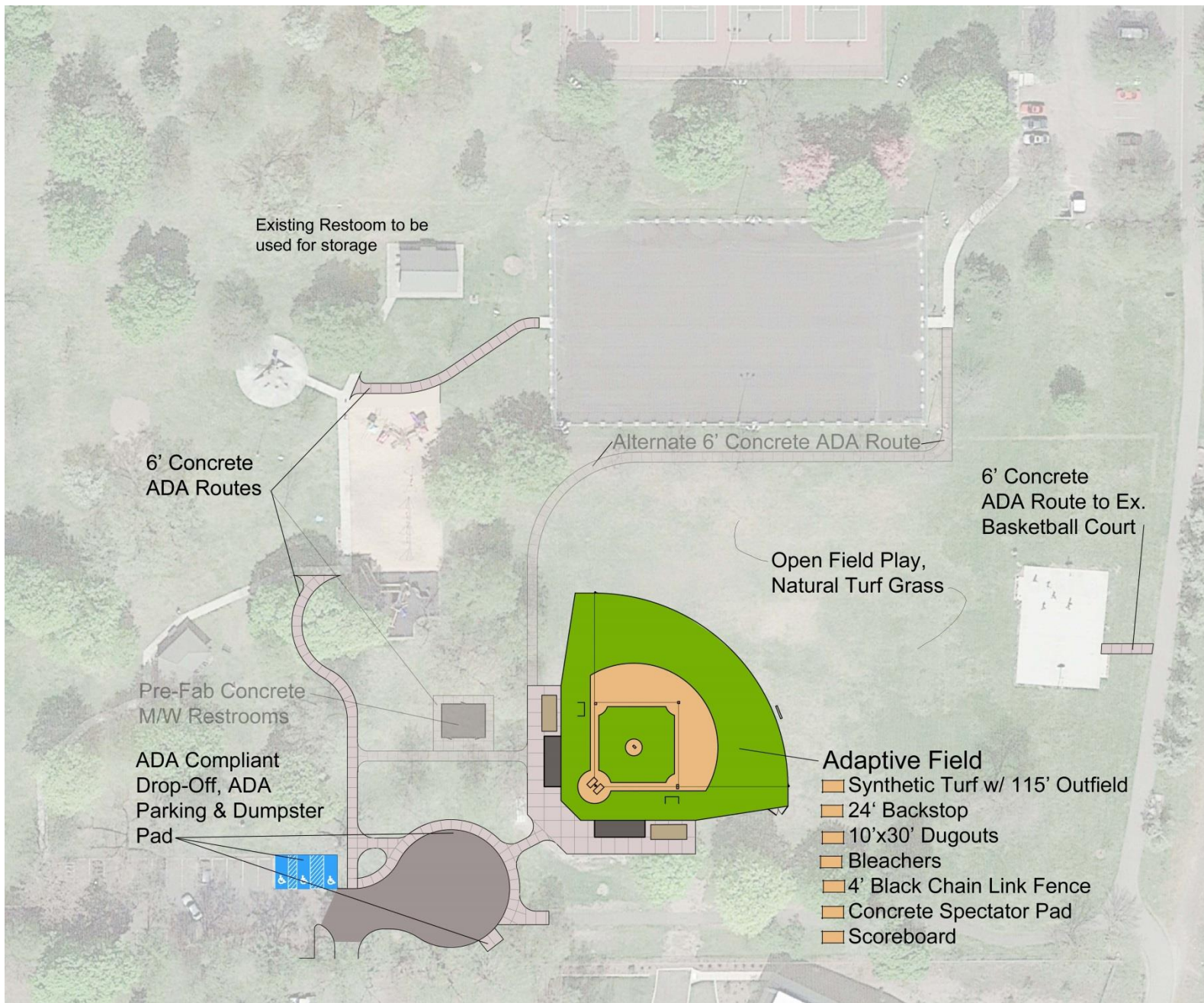
Build an adaptive ball field for children with special needs at Mission Park in a partnership with Cal Ripken Sr. Foundation, state of Washington, local contributors and Spokane Parks & Recreation Department. Project includes the new field, expanded ADA parking and pathways.

Project Cost (Phase I): \$559,000

Funding (Phase I):

Source	Amount
State of Washington Local Parks Grant	\$238,000
CRSF Grant	\$50,000
Spokane Parks & Rec	\$48,500
Business/Individual Donors	\$207,000
	\$543,500

** Total request for the contract to manage all grants/contributions (budgeted 2016)



Project Phase II Summary:

Construct new fully accessible ADA restroom facility. Create a new participant drop-off area east of the existing parking lot. Improve access pathways and site lighting. Additional \$250,000 funding provided by 2nd Washington State RCO Grant for Youth Athletic Field improvements.

Completion date is estimated at July 31, 2017

PROGRESSIVE DESIGN BUILD (PDB)

1. Contract
 - a. Owner has one contract with Constructor and Architect/Engineer – no liability gap
 - b. DB owns most of the construction budget/cost/risk
 - c. Fixed Guaranteed Maximum Price (GMP) contract – flexible scope
 - d. GMP is open book
 - e. GMP locked in at about 50% CDs
 - f. Fewer change orders
2. Procurement
 - a. PRC approval required
 - b. Process takes about three months - RFQ & RFP phases
 - c. Design-Builder (DB) selected on qualifications and pricing component – no design competition
 - d. Initial design documents (Predesign/program, etc.) in RFP can be conceptual
3. Design
 - a. DB emphasizes collaboration between constructor, AE and owner
 - b. Estimator and designers work collaboratively to design to the budget – target value design
 - c. Early contractor input adds value to project
 - i. Elevator rail example
 - ii. Construction Documents review
 - iii. Field verification of existing conditions
 - iv. Complicated pavilion demolition/maintenance work
4. Construction
 - a. Work can be phased or fast tracked; start during design phase
 - b. Pavilion work can be completed prior to HSBM
 - c. Early contractor involvement provides opportunities for better value
 - d. Generally the fastest delivery method
5. Project Administration
 - a. Reduces PMO administrative burden
6. Cons
 - a. PDB procurement & DB pre construction costs
 - b. Limited number of Constructors who can compete

7. RECOMMENDATION

The biggest Riverfront Park Redevelopment risks are related to construction costs and schedule. PDB allows for enhanced constructor-designer collaboration to maximize value (i.e. design, constructability, cost and schedule) to the Parks department within a fixed GMP contract.

RIVERFRONT PARK REDEVELOPMENT
SPOKANE PARKS RECREATION DIVISION
PAVILION/CENTRAL PLAZA CONCEPT ESTIMATE
SEPTEMBER 21, 2016



NO.	ITEM	Pavilion/ Central Plaza	West Havermale	Combined Budget	NOTES
1	Pavilion Demo/Admin Mod/Maintenance	5,051,978		5,051,978	
2	Site utilities	425,000	275,000	700,000	
3	Pavilion LED lights	750,000		750,000	
4	Shading Elements	1,200,000		1,200,000	
5	Pavilion Hardscape	2,200,000		2,200,000	55,000 SF X \$40/SF= \$2.2M
6	Central Plaza Hardscape	1,000,000		1,000,000	25,000 SF X \$40/SF= \$1M
7	Landscaping	1,500,000	500,000	2,000,000	
8	Theme Stream & Restoration		300,000	300,000	
9	Construction Subtotal	12,126,978	1,075,000	13,201,978	
10					
11	Construction Contingency (15%)	1,819,047	161,250	1,980,297	
12	WSST (8.7%)	1,213,304	107,554	1,320,858	
13	Environmental Contingency	500,000	250,000	750,000	Includes WSST
14	Total Construction Budget	15,659,329	1,593,804	17,253,133	
15					
16	Owner Construction Cost				
17	Tree Removal	50,000	200,000	250,000	
18	Archeology/Monitoring	25,000	25,000	50,000	
19	Owner Constr Total	75,000	225,000	300,000	
20					
21	Total Construction Cost	15,734,329	1,818,804	17,553,133	Constr budget \$17,618,068
22	Soft Cost	3,456,978	1,053,312	4,510,290	
23	Total Projects Cost	19,191,307	2,872,116	22,063,423	Project budget \$22,300,000
24					
25					
26					
27					
28					
29	Construction Budget	12,126,978			
30	Design Fee (12%)	1,455,237			
31	"Pavilion Design-Build Budget"	13,582,215			Say \$13.5M

RIVERFRONT PARK

PAVILION PROJECT

09/19/16 12:45

Page 1 of 1

Activity Name	Start	Finish	2017												2018												2019											
			S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A
PARK BOARD SPECIAL MEETING	09/23/16*		◆ PARK BOARD SPECIAL MEETING																																			
PARK BOARD MEETING	10/13/16*		◆ PARK BOARD MEETING																																			
SUBMIT PRC APPLICATION	11/01/16		◆ SUBMIT PRC APPLICATION																																			
PRESENT TO PRC	12/01/16		◆ PRESENT TO PRC																																			
ADVERTISE	12/05/16		◆ ADVERTISE																																			
RFQ PERIOD	12/05/16*	01/09/17	▢ RFQ PERIOD																																			
INFORMATIONAL MTG	12/14/16		◆ INFORMATIONAL MTG																																			
DB SOQs DUE		01/09/17	◆ DB SOQs DUE																																			
EVALUATE SOQs		01/18/17	◆ EVALUATE SOQs																																			
SHORT LIST FIRMS		01/19/17	◆ SHORT LIST FIRMS																																			
ISSUE RFP	01/26/17		◆ ISSUE RFP																																			
RFP PERIOD	01/26/17	03/06/17	▢ RFP PERIOD																																			
PROPRIETARY MEETINGS	02/14/17		◆ PROPRIETARY MEETINGS																																			
PROPOSALS DUE		03/06/17	◆ PROPOSALS DUE																																			
PROPOSAL EVALUATION		03/15/17	◆ PROPOSAL EVALUATION																																			
NOTIFY FINALIST		03/16/17	◆ NOTIFY FINALIST																																			
NEGOTIATE CONTRACT	03/17/17	03/27/17	□ NEGOTIATE CONTRACT																																			
BOARD APPROVAL		03/30/17*	◆ BOARD APPROVAL																																			
ISSUE NTP	03/31/17		◆ ISSUE NTP																																			
DESIGN PHASE	04/03/17	02/28/18	DESIGN PHASE																																			
CONSTRUCTION PHASE	10/02/17	12/31/18	CONSTRUCTION PHASE																																			
CLOSEOUT PHASE	01/01/19	03/29/19	CLOSEOUT PHASE																																			



Progressive
Design Build

HILL
International



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

October 12, 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 – Project Management Proposal

Ref: Pavilion Progressive Design-Build Procurement

Dear Mr. Ellison:

Hill International Inc., (Hill) is pleased to present the following proposal to provide progressive design-build (PDB) procurement services to the Parks and Recreation Division for the City of Spokane – Pavilion/Central Plaza Project. The components of our proposal include the following:

- Matt Walker will be the Project Manager for this scope of work. In the event of additional technical support, Matt will have the full complement of the Spokane office to support his effort.
- The approximately timeframe for the Pavilion PDB procurement project will be October 2016 through March 2017.
- Hill's Not to Exceed fee amount for this effort is \$39,000.
- Scope of Services to be provided – See Attachment A

In the event that the PRC does not approve the Pavilion Progressive design build application due to Hill International's errors or omissions in the application, Hill will revise the application, resubmit the application and attend a follow up PRC presentation at no additional expense to the City.

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

SOUTH CHANNEL BRIDGE REPLACEMENT PROJECT

Supplement #6

EXHIBIT A: SCOPE OF WORK

INTRODUCTION

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

This scope of work includes professional services to provide additional design and permitting services as requested by the City of Spokane (CITY) related to the Howard Street South Channel Bridge Project. This work includes professional services to provide:

- **Task CM.2** – Additional services to develop and provide a Record of Materials (ROM) to track project materials.
- **Task 17** – A new task to complete historic resources inventories (HRI's) and prepare a report of Expo '74. This inventory and report is a requirement of the DAHP and USACE (MOA Stipulation 1) for mitigating the removal of the South Channel Bridge.
- **Task 18** – A new task to assist the CITY with development and preparation of a Historic Preservation Plan (HPP) for historic resources in Riverfront Park (includes Expo '74 resources). This plan is a requirement of the DAHP and USACE (MOA Stipulation 2) for mitigating the removal of the South Channel Bridge.

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

- Task CM.1: Project Management and Coordination
- Task CM.2: Construction Management Services
- Task 17: Expo '74 Historic Research and Documentation
- Task 18: Historic Preservation Plan

CM.1 PROJECT MANAGEMENT & COORDINATION

CONSULTANT will provide project management and coordination with the City. Project management services include:

- Staffing and management
- Management of budget and schedule
- Routine communication and coordination with the City.

Task CM.1 Assumptions:

- ✦ Invoicing and progress reporting are accounted for in Amendment #4, Task CM.1. No additional efforts are included in this scope.

CM.2. CONSTRUCTION MANAGEMENT SERVICES

2.1. Pre-Construction Management Services

2.1.5. Record of Materials

The CONSULTANT will produce a Record of Materials (ROM) for the project. The ROM will be developed per the WSDOT Standard Specifications, and the City of Spokane ROM template.

Task CM.2.1.5 Assumptions:

- ✦ The CITY will provide a ROM template and example project for CONSULTANT use.

Task CM.2.1.5 Deliverables:

- ✦ Project ROM (.xls format)

17.0 EXPO '74 RESEARCH AND DOCUMENTATION

Stipulation 1 of the MOA also requires a context statement and inventory of the Expo '74 fairgrounds that will describe the early industrial use of the park through its use as the site of Expo '74 and subsequent development into Riverfront Park. The report will expand the context CH2M previously prepared to further illuminate the impact Expo '74 had on Spokane and the Pacific Northwest. The context will explore how the environmental theme of the fair influenced the design and organization of the fairgrounds, as well as its events and activities. The context will add information about the professional careers and contributions of the primary planners, designers and architects of Expo '74.

The CONSULTANT previously conducted a historic property inventory of resources within areas related to the redevelopment of Riverfront Park (February 2016). The Department of Archaeology and Historic Preservation (DAHP) reviewed and commented on the report suggesting to focus the study area more directly on the Expo '74 site and provided specific comments on inventory

forms. The proposed historic property inventory will address relevant comments previously provided by DAHP.

The boundary of the original Expo '74 fairgrounds extend outside the Riverfront Park boundaries. The prior survey boundary, delineated by City Parks, included areas well outside Riverfront Park and generated 30 historic resources inventory forms. Some resources within the prior study area had documented recommendations for National Register of Historic Places (NRHP) significance based on prior cultural resource studies and were not inventoried. This additional work will include the preparation of historic property inventory records for pre-1974 buildings and structures within the original Expo '74 fairgrounds. Updated inventory forms will be prepared for resources that were inventoried more than 10 years ago.

It is anticipated the proposed report will include finalizing 16 forms CH2M previously developed and preparing 6 new inventory forms for a total of 22 pre-1974 resources within the Expo '74 boundary. The table below summarizes the inventory forms that will be finalized or new forms to be prepared. The proposed historic property inventory will include a table summarizing the NRHP eligibility of resources within the park and mapped locations of each resource.

Table Summarizing Historic Property Inventory Forms to be Finalized or Prepared

Resource No.	Resource Historical Name Address (if available)	Year Built	Inventoried	Historic Significance Status
Resources Previously Inventoried for which inventory forms will be finalized				
1	Theme Stream	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
2	SkyRide	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
3	Bavarian Garden and Carousel	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
4	South Forebay Bridges and North Channel Bridge	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
5	Washington Street Bridges	1973	Yes	Contributing to Expo 74 NRHP Hist. Dist.
6	American Forest Pavilion	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
7	United States Pavilion	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
8	British Columbia Pavilion	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
9	Inspiration Point	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
10	Alberta Amphitheater	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
11	Timber Shelters	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
12	Suspension Bridges (2)	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
13	Sculptures (6)	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.
14	Infrastructure (retaining walls, benches and circulation routes)	1974	Yes	Contributing to Expo 74 NRHP Hist. Dist.

Resource No.	Resource Historical Name Address (if available)	Year Built	Inventoried	Historic Significance Status
15	Washington Water Power Upper Falls HED Gate House	1922	Yes	Eligible
16	Howard Street South Channel Bridge	1921	Yes	Contributing to Expo 74 NRHP Hist. Dist.
Resources for which historic property inventory forms will be prepared				
17	Great Northern Clock Tower	1902	No	Contributing to Expo 74 NRHP Hist. Dist.
18	Butterfly	1974	No	Contributing to Expo 74 NRHP Hist. Dist.
19	Upper Falls Powerplant	1922	No	Determined Eligible (1988), partial HAER 1998, integrity intact
20	Howard Street Mid-Channel Bridge	1916	No	Contributing to Expo 74 NRHP Hist. Dist.
21	Howard Street North Channel Bridge	1909	No	Contributing to Expo 74 NRHP Hist. Dist.
22	Upper Falls Diversion Dam	1922		Eligible

After Expo '74, many buildings and structures built for the fair were sold and moved to new locations throughout the Pacific Northwest. The City of Spokane Historic Preservation Office will make an effort to identify the location of as many offsite Expo '74 elements as possible through the use of a variety of media outlets, such as the City/County Historic Preservation Office's website and Facebook page as well as the Spokane Preservation Advocate's website and Facebook page. The CONSULTANT will prepare a written description of the City's effort to find off-site Expo '74 buildings and structures for the City to post electronically. CH2M will prepare a table listing the location, original use, current use and if available a photograph of extant relocated Expo '74 resources.

Task 17.0 Assumptions:

- ✦ The CONSULTANT will prepare a description of the City's effort to locate off-site Expo '74 resources, but they will not be responsible for gathering information about relocated Expo '74 resources. The effort to identify moved Expo '74 resources will be led by the City's HPO; CH2M will present the results of the information gathered by the HPO in the report.
- ✦ Sixteen previously prepared historic property inventory forms will be finalized based on comments from DAHP; six new historic property inventory forms will be prepared for resources with either prior NRHP recommendations that were not inventoried in CH2M's earlier report or which had not been studied previously.
- ✦ The inventory will not include forms for landscape elements because the current park-scape dates to the development of Riverfront Park in 1976 after Expo '74.
- ✦ Utilizing the same methods used in the CONSULTANT's previous inventory, some resource types such as Expo '74 sculptures, infrastructure (retaining walls, walkways and water fountains) and suspension bridges have a shared history based on the resource type and will be reported on in a single form for the specific resource type.

- ✦ SOW includes a total of 4 hours of architectural historian time to participate in agency conference calls.
- ✦ The preparation of the historical context will not exceed 48 hours of time for the architectural historian.

Task 17.0 Deliverables:

- ✦ Draft Expo '74 Report with historic property inventories (.pdf format) to the City for review and comment. One round of consolidated report comments will be addressed before the City submits the report to consulting parties for comment.
- ✦ Final Expo '74 Report with historic property inventories (.pdf format) to incorporate consulting parties input

18.0 HISTORIC PRESERVATION PLAN

The CONSULTANT will develop a Historic Preservation Plan (HPP) for Riverfront Park as required under Stipulation 2 of the MOA. The intent of the HPP is to shape the City's decision-making process regarding ongoing planning, preservation, and management of cultural and historic properties within the park boundaries. It is also the intent that policies, tasks, and recommendations from the HPP shall augment the City's Master Plan for the Riverfront Park Redevelopment.

18.1. Project Initiation

This task will include an initial kick off conference call with City Parks and the Historic Preservation Officer to discuss the execution of the HPP. CH2M will provide an outline of the proposed HPP for discussion and comment. During this initial task, CH2M will perform a review of the Riverfront Park Redevelopment Master Plan to identify areas where historic preservation/cultural resource goals, issues and guidance can be incorporated.

Task 18.1 Deliverables:

- ✦ Meeting agenda
- ✦ HPP outline
- ✦ Meeting minutes (draft and final)

18.2. Identification of Resources

CH2M will draw from previously prepared cultural resources and historic property reports prepared for Riverfront Park to effectively characterize historic properties on maps or site plans for easy reference to park planners.

Task 18.2 Deliverables:

- ✦ Historic property map to be included in HPP (draft and final)

18.3. Draft Preservation Goals and Park Project Planning Review

CH2M will draft a document that contains the Preservation Goals and Park Project Planning Review sections of the HPP for submittal to City Parks and the Historic Preservation Office (HPO). The City will review the draft document and provide CH2M with comments. CH2M will update the document based on the City's comments and resubmit to the City. The City will then be responsible for soliciting input on the document from city departments, Consulting Parties and the tribes. Upon the completion of this external review, the City will provide CH2M with a copy of the document with all comments received consolidated. CH2M will participate in up to two (two hour) conference calls to complete this task.

Task 18.3 Deliverables:

- ✦ Draft 1 Preservation Goals and Park Project Planning Review sections for submittal to City
- ✦ Draft 2 Updated Preservation Goals and Park Project Planning Review sections incorporating City comments.
- ✦ Final Preservation Goals and Park Project Planning Review sections

18.4. Report Preparation

CH2M will prepare the HPP as a stand-alone document that will be an appendix to the Master Plan. A draft copy of the report will be submitted to the City for review and comment. CH2M will revise the report based on the City's consolidated comments and resubmit to the City. The City will submit the draft report to the consulting parties of the MOA for review and comment. The City will consolidate consulting party comments received on the draft into a single document provided to CH2M to address in a final report. CH2M will update the HPP and submit it to the City for distribution to the consulting parties.

Below is a general outline for the five (4) sections of the plan.

1. Identification - The HPP will be developed in a user friendly document that identifies historic properties within the Riverfront Park. The identification of historic properties will include statement of significance for the NRHP-eligible Expo '74 historic district , a table listing historic properties and a map showing the location of each historic property within the park. The context statement and inventory of the Expo '74 fairgrounds will be included as an appendix to the HPP. The HPP will include a description of types of resources within the park (including buildings, bridges, sculptures, infrastructure and other types of resources)..
2. Preservation Goals –This section will consist of a brief statement regarding the City of Spokane's goals for preserving historic properties within the park and enhancing park visitors' experience through interpretation. The City of Spokane Historic Preservation Office and City Parks will lead and develop historic preservation goals for Riverfront Park. CH2M will incorporate the goals into the HPP.

3. Planning and Management - The HPP will define the historic preservation review process of projects that could affect historic properties within the park. The historic preservation review process will be provided by City Parks and the Historic Preservation Office. The park is a highly used public space and projects are anticipated to occur within it that could result in the potential to affect historic properties. To determine if new projects will adversely affect historic properties, the HPP will describe the system of historic preservation review and provide a decision making matrix. The matrix will guide park managers through the steps to consider when constructing projects within or adjacent to historic properties. The HPP will outline typical actions that can be completed without the need for historic preservation review and those actions that would require review by the HPO and DAHP.
4. Treatment Approach - The treatment methods of preservation, restoration, reconstruction, and rehabilitation could be carried out in accordance with the Secretary of the Interior's Guidelines. This section would include a description of the different types of resources (buildings, bridges, hydroelectric facilities, sculptures and infrastructure) within the park and provide treatment goals and objectives for them.

Task 18.4 Assumptions:

- ✦ The HPP will be prepared by a CH2M architectural historian meeting the Secretary of the Interior's Professional Qualifications.
- ✦ Project includes a total of three (2 hour) meetings with the City and/or other parties.
- ✦ The City will be responsible for making edits to the Master Plan to incorporate historic preservation elements.
- ✦ City will consolidate comments on draft documents.
- ✦ HPP will be a concise document not to exceed 20 pages and up to three maps.
- ✦ The City will lead and develop the historic preservation goals for Riverfront Park and will determine the historic preservation review process that will be incorporated into the HPP
- ✦ This scope of work does not include CH2M staff participating at meetings to develop the historic preservation goals for Riverfront Park and to determine the historic preservation review process or any other meetings not specifically called-out in this scope of work.
- ✦ The City will be responsible for soliciting input from consulting parties, city offices and others involved in the park planning process regarding the review of the HPP goals, historic preservation review process and overall HPP. This information will be provided to CH2M for incorporation into the HPP.
- ✦ CH2M is not responsible for project delays in completing the HPP due to delays from the consulting parties or the City.
- ✦ The City is responsible for providing all information needed in the HPP as specified in Stipulation 2 of the MOA, which is required to obtain an approved HPP from the consulting parties.
- ✦ The City is responsible for revising the Riverfront Park Master Plan as needed to comply with the MOA

Task 18.4 Deliverables:

- ✦ Draft 1 HPP (pdf format) submitted to City for review and comment.
- ✦ Draft 2 HPP (pdf format) submitted to City for distribution and review by Consulting Parties
- ✦ Final HPP (pdf format) that reflects the incorporation of comments by Consulting Parties

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #6
Exhibit B: Fee Determination Summary

CH2M HILL

Employee or Category	Hrs.	x		Rate	=	Cost
Project Manager	18		\$	70.57		\$1,270.26
Lead Bridge Engineer	12		\$	70.12		\$841.44
Senior Civil/Electrical Engineer	16		\$	55.46		\$887.36
Civil/Electrical Engineer	4		\$	43.27		\$173.08
Lead Environmental Scientist	62		\$	64.23		\$3,982.26
Senior Biologist / Scientist / Planner / Historian	336		\$	47.31		\$15,896.16
Biologist/Archeologist/Historian	70		\$	26.97		\$1,887.90
Senior CADD Designer/Technician	28		\$	40.97		\$1,147.16
Pubs/Edit/Graphic Tech	16		\$	41.91		\$670.56
Project Accountant / Controls / Procurement	4		\$	31.46		\$125.84
Project Administrative	6		\$	25.20		\$151.20
Total Hrs.	572					\$27,033.22

Direct Labor Cost **\$27,033.22**

Direct Labor Escalation Cost (estimated)

2017 (0% Labor) 4.0% \$0.00

Total Direct Labor Cost **\$27,033.22**

Overhead Cost @ 107.07% of Direct Labor

\$28,944.47

Fixed Fee @ 31.0% of Direct Labor

\$8,380.30

Total Overhead & Fixed Fee Cost **\$37,324.77**

Total Direct Labor Cost **\$64,357.99**

Reimburseables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	20 days @	\$75 /day	\$1,500.00
Lodging	20 days @	\$130 /day	\$2,600.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	6	\$375 /Trip	\$2,250.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	20	\$15 /day	\$300.00
Per Diem	25 days @	\$75 /day	\$1,875.00
Survey Equipment	0	\$140.00	\$0.00
Health & Safety	0	\$1.10	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	1	\$0	\$0.00
			<u>\$8,525.00</u>

Subcontracts

The Berger Partnership

Cost
\$0.00

\$0.00

Subtotal **\$0.00** **\$8,525.00**

Total (rounded) **\$72,883**

Project Summary By Task
City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #6

Task	CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimbursables	Overall Total
CM.1 Project Management and Coordination	24	\$3,228	\$0	\$0	\$3,228
CM.2 Construction Management Services	36	\$4,984	\$0	\$0	\$4,984
17.0 Expo '74 Research and Documentation	180	\$19,322	\$0	\$8,525	\$27,847
18.0 Historic Preservation Plan	332	\$36,824	\$0	\$0	\$36,824
Total	572	\$64,358	\$0	\$8,525	\$72,883

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #6

CM.1 Project Management and Coordination

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	16		\$ 70.57		\$1,129.12
Lead Bridge Engineer	0		\$ 70.12		\$0.00
Senior Civil/Electrical Engineer	0		\$ 55.46		\$0.00
Civil/Electrical Engineer	0		\$ 43.27		\$0.00
Lead Environmental Scientist	0		\$ 64.23		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 47.31		\$0.00
Biologist/Archeologist/Historian	0		\$ 26.97		\$0.00
Senior CADD Designer/Technician	0		\$ 40.97		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 41.91		\$0.00
Project Accountant / Controls / Procurement	4		\$ 31.46		\$125.84
Project Administrative	4		\$ 25.20		\$100.80
Total Hrs.	24				\$1,355.76

Direct Labor Cost **\$1,355.76**

Direct Labor Escalation Cost (estimated)

2017 (0% Labor) 4.0% \$0.00

Total Direct Labor Cost **\$1,355.76**

Overhead Cost @ 107.07% of Direct Labor **\$1,451.61**

Fixed Fee @ 31.0% of Direct Labor **\$420.29**

Total Overhead & Fixed Fee Cost **\$1,871.90**

Total Direct Labor Cost **\$3,227.66**

Reimbursables

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

Subcontracts **Cost**

The Berger Partnership \$0.00

Drilling Contractor \$0.00

Coffman Engineers, Inc. \$0.00

Subtotal **\$0.00**

Total **\$3,227.66**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #6

CM.2 Construction Management Services

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	2		\$ 70.57		\$141.14
Lead Bridge Engineer	12		\$ 70.12		\$841.44
Senior Civil/Electrical Engineer	16		\$ 55.46		\$887.36
Civil/Electrical Engineer	4		\$ 43.27		\$173.08
Lead Environmental Scientist	0		\$ 64.23		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 47.31		\$0.00
Biologist/Archeologist/Historian	0		\$ 26.97		\$0.00
Senior CADD Designer/Technician	0		\$ 40.97		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 41.91		\$0.00
Project Accountant / Controls / Procurement	0		\$ 31.46		\$0.00
Project Administrative	2		\$ 25.20		\$50.40
Total Hrs.	36				\$2,093.42

Direct Labor Cost **\$2,093.42**

Direct Labor Escalation Cost (estimated)

2017 (0% Labor) 4.0% \$0.00

Total Direct Labor Cost **\$2,093.42**

Overhead Cost @ 107.07% of Direct Labor **\$2,241.42**

Fixed Fee @ 31.0% of Direct Labor **\$648.96**

Total Overhead & Fixed Fee Cost **\$2,890.38**

Total Direct Labor Cost **\$4,983.80**

Reimburseables

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

Subcontracts

	Cost
The Berger Partnership	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	<u>\$0.00</u>

Subtotal **\$0.00**

Total **\$4,983.80**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #6

17.0 Expo '74 Research and Documentation

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	0		\$ 70.57		\$0.00
Lead Bridge Engineer	0		\$ 70.12		\$0.00
Senior Civil/Electrical Engineer	0		\$ 55.46		\$0.00
Civil/Electrical Engineer	0		\$ 43.27		\$0.00
Lead Environmental Scientist	18		\$ 64.23		\$1,156.14
Senior Biologist / Scientist / Planner / Historian	116		\$ 47.31		\$5,487.96
Biologist/Archeologist/Historian	30		\$ 26.97		\$809.10
Senior CADD Designer/Technician	8		\$ 40.97		\$327.76
Pubs/Edit/Graphic Tech	8		\$ 41.91		\$335.28
Project Accountant / Controls / Procurement	0		\$ 31.46		\$0.00
Project Administrative	0		\$ 25.20		\$0.00
Total Hrs.	180				\$8,116.24

Direct Labor Cost **\$8,116.24**

Direct Labor Escalation Cost (estimated)

2017 (0% Labor) 4.0% \$0.00

Total Direct Labor Cost **\$8,116.24**

Overhead Cost @ 107.07% of Direct Labor **\$8,690.06**

Fixed Fee @ 31.0% of Direct Labor **\$2,516.03**

Total Overhead & Fixed Fee Cost **\$11,206.09**

Total Direct Labor Cost **\$19,322.33**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	20 days @	\$75 /day	\$1,500.00
Lodging	20 days @	\$130 /day	\$2,600.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	6	\$375 /Trip	\$2,250.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	20	\$15 /day	\$300.00
Per Diem	25 days @	\$75 /day	\$1,875.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1.10	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$8,525.00

Subcontracts

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

Subtotal **\$8,525.00**

Total **\$27,847.33**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #6

18.0 Historic Preservation Plan

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	0		\$ 70.57		\$0.00
Lead Bridge Engineer	0		\$ 70.12		\$0.00
Senior Civil/Electrical Engineer	0		\$ 55.46		\$0.00
Civil/Electrical Engineer	0		\$ 43.27		\$0.00
Lead Environmental Scientist	44		\$ 64.23		\$2,826.12
Senior Biologist / Scientist / Planner / Historian	220		\$ 47.31		\$10,408.20
Biologist/Archeologist/Historian	40		\$ 26.97		\$1,078.80
Senior CADD Designer/Technician	20		\$ 40.97		\$819.40
Pubs/Edit/Graphic Tech	8		\$ 41.91		\$335.28
Project Accountant / Controls / Procurement	0		\$ 31.46		\$0.00
Project Administrative	0		\$ 25.20		\$0.00
Total Hrs.	332				\$15,467.80

Direct Labor Cost **\$15,467.80**

Direct Labor Escalation Cost (estimated)
 2017 (0% Labor) 4.0% \$0.00

Total Direct Labor Cost **\$15,467.80**

Overhead Cost @ 107.07% of Direct Labor **\$16,561.37**

Fixed Fee @ 31.0% of Direct Labor **\$4,795.02**

Total Overhead & Fixed Fee Cost **\$21,356.39**

Total Direct Labor Cost **\$36,824.19**

Reimburseables

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

Subcontracts	Cost
The Berger Partnership	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	<u>\$0.00</u>

Subtotal **\$0.00**

Total **\$36,824.19**

RIVERFRONT PARK REDEVELOPMENT PROJECT

Design of Public Spaces and Park Grounds – Berger Partnership

September 28, 2016 – Contract Amendment – Task 2.C-2 (number to be verified with City PMT)

SCOPE OF WORK OVERVIEW

This scope is an amendment to the existing Riverfront Park Design of Public Spaces and Park Grounds contract for additional drawing/documentation support services associated with the CUP Permit Submittal prepared by another consultant.

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of THIRTEEN THOUSAND NINE HUNDRED AND EIGHTEEN DOLLARS AND 0/100 (\$13,918.00).

DETAILED SCOPE OF WORK

Task #1

Additional Park-Wide CUP Support: An addition to the hourly allowance to Provide support documentation for the All-Park CUP effort. The amount of permit documentation for the CUP increased from the original scope of work, including:

- Documenting detail requirements beyond scope, triggered by new conditions placed on features in the park as a result of being designated “likely Historic” by DAHP.
- A lengthening of permit development process & schedule and in turn an increase in the number of Permit Review cycles from 2 to 5.
- An increase in permit drawing detail to include site-specific design of infrastructure and grading of future design elements not included in the original contract.
- An increase in the number of permit sheets required to document requested detail, (ultimately to a count of 43 sheets).
- A summary of hours accrued for this additional effort is included on Exhibit 2.C-2-A

Exhibit 2.C-2-A

September 28, 2016

Project No: 20154863.07

Invoice No: <Draft>

City of Spokane Parks & Rec. Dept.
5th Floor, City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201

Project 20154863.07 Riverfront Park - Task 2-B

Professional Services from September 1, 2016 to September 30, 2016

Phase 02 2.1.B.I Park-Wide CUP Support

Professional Personnel

		Hours	Rate	Amount
Bronk, Todd	7/1/2016	.20	145.00	29.00
Bronk, Todd	7/14/2016	.02	145.00	2.90
Bronk, Todd	8/1/2016	.40	145.00	58.00
Bronk, Todd	8/2/2016	1.50	145.00	217.50
Bronk, Todd	8/5/2016	.20	145.00	29.00
Martenson, Matthew	7/5/2016	6.00	110.00	660.00
Martenson, Matthew	7/6/2016	1.00	110.00	110.00
Martenson, Matthew	7/7/2016	3.00	110.00	330.00
Martenson, Matthew	7/8/2016	1.00	110.00	110.00
Martenson, Matthew	7/12/2016	6.00	110.00	660.00
Michaelsen, Guy	7/1/2016	1.00	180.00	180.00
Michaelsen, Guy	7/5/2016	2.00	180.00	360.00
Michaelsen, Guy	7/6/2016	1.00	180.00	180.00
Michaelsen, Guy	7/7/2016	1.00	180.00	180.00
Michaelsen, Guy	7/8/2016	1.00	180.00	180.00
Michaelsen, Guy	7/11/2016	2.00	180.00	360.00
Michaelsen, Guy	7/12/2016	2.00	180.00	360.00
Michaelsen, Guy	7/13/2016	3.00	180.00	540.00
Michaelsen, Guy	7/14/2016	6.00	180.00	1,080.00
Michaelsen, Guy	8/2/2016	1.00	180.00	180.00
Michaelsen, Guy	8/4/2016	1.00	180.00	180.00
Oh, Angie	7/5/2016	2.00	95.00	190.00
Oh, Angie	7/6/2016	8.00	95.00	760.00
Oh, Angie	7/7/2016	8.00	95.00	760.00
Oh, Angie	7/8/2016	8.00	95.00	760.00
Oh, Angie	7/11/2016	8.50	95.00	807.50

Project	20154863.07	Riverfront Park - Task 2-B		Invoice	<Draft>
Oh, Angie		7/12/2016	8.00	95.00	760.00
Oh, Angie		7/13/2016	7.00	95.00	665.00
Oh, Angie		7/14/2016	7.00	95.00	665.00
Oh, Angie		7/15/2016	8.00	95.00	760.00
Oh, Angie		7/19/2016	1.00	95.00	95.00
Oh, Angie		7/20/2016	8.00	95.00	760.00
Oh, Angie		7/21/2016	8.00	95.00	760.00
Oh, Angie		8/3/2016	2.00	95.00	190.00
	Totals		123.82		13,918.90
	Total Labor				13,918.90
				Total this Phase	\$13,918.90
				Total this Invoice	\$13,918.90

RIVERFRONT PARK REDEVELOPMENT PROJECT
Design of Public Spaces and Park Grounds – Berger Partnership
October 11, 2016 – Contract Amendment – Task 2-C-1

SCOPE OF WORK OVERVIEW

The scope of this contract includes a supplemental set of design and management services required for successful execution and completion of the defined project below. Services to include the documentation of exterior spaces outlined in the Scope of Work up to the building and bridge footprints of all existing and proposed buildings within the park scope of work areas. Design development for these areas has already been reviewed and approved by the City.

Consultant shall coordinate all Scope of Work outlined in this document through City PMT.

All Consultant costs and expenses shall not exceed the total hourly allowance amount of FIFTY TWO THOUSAND AND 0/100 DOLLARS (\$50,000.00), and Reimbursables not to exceed TWO THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$2500.00).

It is assumed that the City PMT will define the overall project budgets and implementation/construction timeline for the Redevelopment Program and will be responsible for developing and communicating site phasing to include construction site security and detouring/closures throughout the park.

Construction Administration is not included in this scope, and will be performed under other contracts.

DEFINITIONS AND GENERAL ASSUMPTIONS:

Definitions remain as defined in the Task 1 contract, with the following additions.

1. **Landscape Architecture and Urban Design:**
 - i. Finalizing all design and coordination issues prior to 90% construction documentation. Materials, lighting, planting design development will be confirmed via City review process and details for flatwork, walls, furnishings, lighting, and custom items will be developed to a coordination level for City and other consulting firms as needed.
2. **Civil: (not included in Package 1: Howard St. Bridge Surface Paving)**
 - i. Demolition Plans: Documentation of confirmed major removals, construction access, and temporary erosion/sedimentation control.
 - ii. Utility Plans: Plans with annotations identifying site-specific needs for electrical, sewer, water drainage, stormwater strategies, and

potential service tie-ins (supporting Utility Guidelines package). Utility sheets will show key elevations in plan view – profiles will not be produced. Exclusions and assumptions noted in DD above apply to this level of documentation.

- iii. Grading Plans: Preliminary grading including approximate contours, critical slopes, drainage basins, cut/fill, calculations as required for permit needs. Grading plans will display ADA compliance for pavements, trails, and access to facilities in the park. Approximate excavation quantities will be estimated by hand calculation.

3. **Structural Design: (not included in Package 1: Howard St. Bridge Surface Paving)**

- i. Structural design is limited to site elements only. Footing design, play structure design review (standard elements only), pavement sections based on City-provided geotechnical analysis, stairs and railings, and retaining walls below 5 feet in height.
- ii. Major structures or custom elements that require significant engineering (beyond 8 total hours at each phase) will be considered an additional service.
- iii. Structural analysis for basalt walls and light pole foundations is not anticipated. Structural details from adjacent Loeff site walls and footings will be re-used. Structural analysis for any other structural elements is not included in this scope and fee.

4. **Electrical: (not included in Package 1: Howard St. Bridge Surface Paving)**

- i. Develop full Electrical Construction Documents for Site Features

5. **90% Plans and Specs:** The 90% Plans are developed based on final approval from City of Spokane on the 09/09/2016 design milestone presented to MPS Ad Hoc Meeting. Plans will be developed to meet City of Spokane standard 90% Plans, permitting needs, and approval requirements with the noted exclusions and assumptions. Full specifications will be provided in CSI format as required to supplement the plans. Review comments at the 90% milestone are to be limited to QA/QC issues of life safety, local code compliances, and constructability. Changes to the plans/designs at 90% as a result of additional design review process will be considered an additional service. Cost estimation will be provided updating previous costs to reflect the 90% level of design detail.

6. **Bid Plans, Specifications, and Cost Estimate (documented as Change Order or Addendum):** Any updates based on comments from the City review of the 90% submittal will be incorporated into an electronic deliverable of the signed-and-sealed, bid-ready plans, contract documents, and cost estimate.

7. **Change Order or Addendum Documentation:** Consultant will assist the City in preparing an addendum or change order to existing construction contracts already in place along the South Bank of Riverfront Park.

CONTRACT TASK(S):

Task 1: South Bank – South Gateway Surface Paving Documentation (Documentation as 2 PS&E packages)

Design is based on the 09/09/2016 design milestone presented to MPS Ad Hoc Meeting at the City of Spokane. Design will be developed Not to Exceed the stated site work budget of a \$540,000 Construction Contract Amount (CCA) including taxes and contingencies. PS&E Packages have been broken down into two areas as shown in Exhibit 1 attached)

- 90% PS&E (November 7, 2016)
 - Submittal of a design package consistent with the Definitions and General Assumptions, *refer to package exclusions for specific changes per area on the definitions.*
- Bid PS&E (December 9, 2016)
 - Submittal of a design package consistent with the Definitions and General Assumptions, *refer to package exclusions for specific changes per area on the definitions.*
- Addendum / Change Order Documents
 - Review pricing, respond to RFI's as part of pricing only.

Deliverables for Task:

- HSBS Surface Paving 90% and 100% design PS&E
- Rotary Fountain Plaza 90% and 100% design PS&E

Meetings for Task:

- (1) 90% Comment Review Meeting with City PMT (via conference call)
- (2) Internal team coordination meetings (assume 2 via conference call)

Project-Specific Assumptions and Exclusions:

- Design work in this contract to be completed under a single package timeline in delivering and coordinating with the City PMT.
- Design work in this scope is limited to work directly related to surface improvements and underground work associated with the known utility, lighting, and electrical elements identified by the Design Guidelines. Additional utility, lighting, and coordination with agencies, stakeholders, etc. are not included.
- Contract procurement (bidding) is to be managed by the City.
- Construction Administration is not included in this scope, and will be performed under other contracts.

- No project reviews or stakeholder meetings are included in this scope of work.
- No pavement or lighting mock-ups are included in this scope of work.

PS&E Package #1: – Howard Street Bridge - Surface Paving Documentation

- 90% PS&E (November 7, 2016)
 - Submittal of a design package consistent with the Definitions and General Assumption under Landscape & Urban Design. No Civil, Structural, or Electrical scope of work is included.
- Bid PS&E (December 9, 2016)
 - Submittal of a design package consistent with the Definitions and General Assumption under Landscape & Urban Design. No Civil, Structural, or Electrical scope of work is included.
- Addendum / Change Order Documents
 - Review pricing, respond to RFI's as part of pricing only.

PS&E Package #2: – Rotary Fountain Plaza - Surface Paving Documentation

- 90% PS&E (November 7, 2016)
 - Submittal of a design package consistent with the Definitions and General Assumption.
 - Coordination of Utility and Electrical point of connection with Rotary Fountain ME&P Designer.
- Bid PS&E (December 9, 2016)
 - Submittal of a design package consistent with the Definitions and General Assumption.
- Addendum / Change Order Documents
 - Review pricing, respond to RFI's as part of pricing only.

Total Task Cost/Fee: \$50,000.00

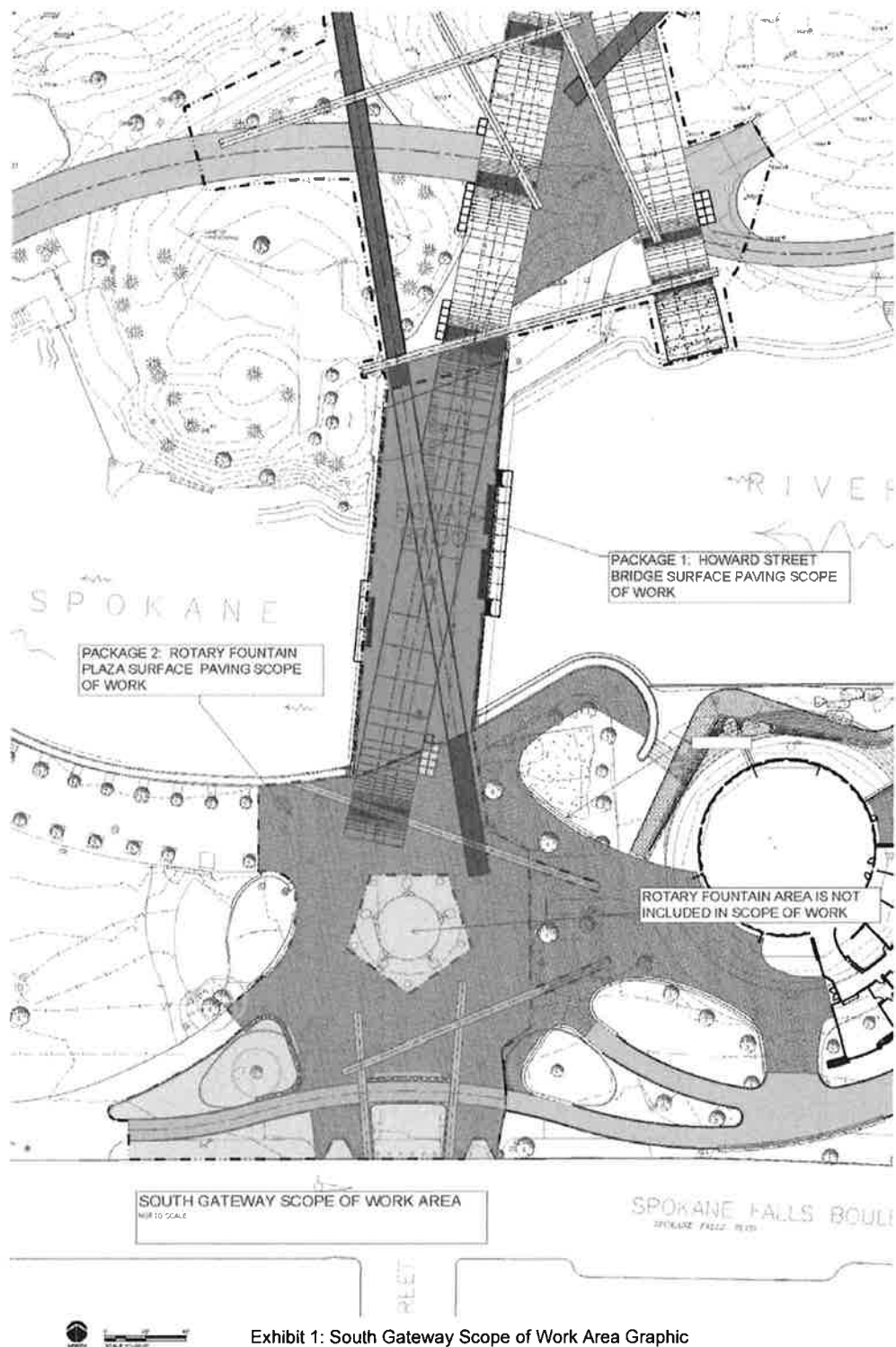


Exhibit 1: South Gateway Scope of Work Area Graphic

Reimbursable Allowances

May include, but not limited to, printing, reprographic expenses, CAD plots, supplies, materials, and Travel. Travel is typically same-day travel and occasional multi-day visits. Reimbursable may include airfare, vehicle mileage, rental car, meals, and lodging in conformance with city travel reimbursable policy.

Allowance: \$2,500.00

Work omitted from this scope includes:

- Any work related to the Rotary Fountain, including surface paving within the basin, drainage, utility, electrical, and mechanical work related to the fountain or ancillary surface or underground systems.
- Any work related to providing pavement or lighting mock-ups for Riverfront Park are not included in this scope of work and will be provided in future proposals.

SOLE SOURCE RESOLUTION

A RESOLUTION declaring Fort Walla Walla Museum a sole source provider and authorizing the contract with Fort Walla Walla Museum for the provision of Historic Research and Archaeological Support, for \$92,388.56 including taxes if applicable without public bidding.

WHEREAS, the City of Spokane Parks and Recreation Division requires consultant services to provide Archaeological and Historic Support in Riverfront Park; and

WHEREAS, Fort Walla Walla Museum is uniquely qualified to provide these services because of The museum's familiarity in assisting with this region and it's communities in addressing Archaeology and Historic Preservation; and

WHEREAS, Fort Walla Walla Museum meets the historic preservation requirements of the City of Spokane and the State of Washington Environmental Policy Act, and Washington State RCW 27.53.; and

WHEREAS, as such, Fort Walla Walla Museum provides services to ensure the project complies with all historic preservation regulations and requirements; and

WHEREAS, these efforts help to preserve the rich cultural history and integrity of our land; and

WHEREAS, the cost of Fort Walla Walla Museum to provide these services exceeds the 2016 public bid limit of \$48,700 for the purchase of goods; -- Now, Therefore,

BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane that it hereby declares Fort Walla Walla Museum a sole source provider of consultant services in support of the Parks Division Redevelopment of Riverfront Park; and

BE IT FURTHER RESOLVED that the Park Board authorizes consulting services contract with Fort Walla Walla Museum for \$92,388.56 without public bidding.

ADOPTED BY THE PARK BOARD ON _____

City Clerk

Approved as to form:

Assistant City Attorney

SOLE SOURCE RESOLUTION

A RESOLUTION declaring Spokane Tribe of Indians a sole source provider and authorizing the contract with Spokane Tribe of Indians for the provision of historic Research and Archaeological Support, for \$100,640.18 including taxes if applicable without public bidding.

WHEREAS, the City of Spokane Parks and Recreation Division requires consultant services to provide Archaeological and Historic Support Business in Riverfront Park; and

WHEREAS, Spokane Tribe of Indians is uniquely qualified to provide these services because of Spokane Tribe's familiarity in assisting with this region and it's communities in addressing Archaeology and Historic Preservation; and

WHEREAS, Spokane Tribe meets the historic preservation requirements of the city of Spokane and the State of Washington Environmental Policy Act, and Washington State RCW 27.53; and

WHEREAS, as such, Spokane Tribe of Indians provides services to ensure the project complies with all historic preservation regulations and requirements; and

WHEREAS, these efforts help to preserve the rich cultural history and integrity of our land; and

WHEREAS, the cost of Spokane Tribe of Indians to provide these services exceeds the 2016 public bid limit of \$48,700 for the purchase of goods; -- Now, Therefore,

BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane that it hereby declares Spokane Tribe of Indians a sole source provider of consultant services in support of the City of Spokane's Redevelopment of Riverfront Park; and

BE IT FURTHER RESOLVED that the City of Spokane Park Board authorizes a consulting services contract with Spokane Tribe of Indians for \$100,640.18 without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

August 19, 2016

City of Spokane
Parks and Recreation Department
808 West Spokane Falls Boulevard, 5th Floor
Spokane, Washington 99201

Attention: Berry Ellison
Riverfront Park Program Manager

Subject: Stockpile Management Plan
Riverfront Park
Spokane, Washington
File No. 0110-148-08

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to provide you with environmental services to assist with developing a stockpile management plan for contaminated and impacted soil excavated during redevelopment of Riverfront Park. The stockpile will be utilized to temporarily store contaminated and impacted soil excavated from various redevelopment projects at the park. We understand your future plans optimally will incorporate the stockpiled material into future redevelopment projects along the north bank of Riverfront Park.

SCOPE OF SERVICES

Our general scope of services have been developed to assist the City of Spokane Parks and Recreation Department (Parks) with management of the temporary stockpile to assess storage capacities, minimize the potential for contaminant migration, manage stormwater and coordinate with local agencies in the interest of public health and regulatory compliance. Working closely with local regulatory agencies and Parks, we will develop a stockpile management plan that outlines basic construction, operation and maintenance of the temporary stockpile. Our scope of services for the stockpile management plan include:

- Estimating the stockpile capacity based upon a site designated by parks, pile constructability, estimated properties of the soil and surrounding topography.
- Coordinating with the Washington State Department of Ecology (Ecology) and Washington State Department of Health (DOH) to coordinate objectives of stockpile management in the interest of public safety and environmental protection.
- Providing a preliminary stockpile design which will include run-on/run-off controls for the stockpile area. The design will incorporate best management practices (BMPs) for temporary stockpile

facilities including liner, cover, infiltration trenches, security, soil placement and soil removal methods.

- Developing response procedures for erosion and dust control.
- Developing temporary erosion sediment and control (TESC) protection criteria.
- Coordinating the stockpile design with Ecology and DOH.
- Providing a written stockpile management plan that includes general stockpile construction, operation and maintenance.

SCHEDULE, TERMS AND BUDGET

We are able to begin work on this project immediately. Our estimated fee for the services listed above is \$9,700.

Our services will be completed in accordance with the City of Spokane Parks and Recreation Consultant Agreement to include terms and conditions agreed upon by both parties. The fee for our services will be determined on a time-and-expense basis using the rates contained in our Schedule of Charges, which is attached as part of this proposal.

There are no intended third party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding our proposed scope of services or estimated fee, please call.

Sincerely,
GeoEngineers, Inc.



Jedidiah R. Sugalski, PE
Environmental Engineer



Bruce D. Williams
Principal

JRS:BDW:tjh

Attachment:

Schedule of Charges—Spokane 2016

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Schedule of Charges – 2016

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Engineer/Scientist/Analyst	\$	95/hour
Staff 2 Engineer/Scientist/Analyst	\$	105/hour
Staff 3 Engineer/Scientist/Analyst	\$	115/hour
Engineer/Scientist/Analyst 1	\$	124/hour
Engineer/Scientist/Analyst 2	\$	128/hour
Senior Engineer/Scientist/Analyst 1	\$	144/hour
Senior Engineer/Scientist/Analyst 2	\$	155/hour
Associate	\$	175/hour
Principal	\$	200/hour

Technical Support Staff

Administrator 1	\$	65/hour
Administrator 2	\$	70/hour
Administrator 3	\$	75/hour
CAD Technician	\$	80/hour
CAD Designer	\$	88/hour
CAD Design Coordinator	\$	97/hour
Technician	\$	49/hour
Senior Technician	\$	62/hour
Lead Technician	\$	70/hour
Environmental Technician	\$	80/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	155.00
Environmental Exploration Equipment, per day	\$	180.00
Geotechnical Exploration Equipment, per day	\$	130.00
Groundwater Monitoring Equipment, per day	\$	248.00
Operations and Maintenance Equipment, per day	\$	255.00
Special Inspection and Testing Equipment, per day	\$	18.00
Water Quality Equipment, per day	\$	155.00
	\$	

Specialized Equipment

Crack Gauges, per gauge	\$	30.00
Data Logger with Transducers, per day	\$	105.00
Disposable Bailers, each	\$	16.00
Field Data Acquisition Equipment, per day	\$	50.00
Flowmeter, per day	\$	105.00
GPS Unit, per day	\$	105.00
Level C PPE, per day	\$	26.00
Nuclear Density Gauge, per day	\$	40.00
Padlocks, each	\$	15.00
pH Meter, per day	\$	15.00
Scuba Diving Equipment, per day, per diver	\$	260.00
Soil Samples (in Rings), per sample	\$.5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Underwater Camera – Still, per day	\$	50.00
Underwater Camera – Video, per day	\$	155.00
Vehicle usage, per mile, or \$60/day, whichever is greater	\$	0.77
Vehicle - 4-Wheel Drive Truck, per day (1 day min.)	\$	85.00
Water Filters, each	\$	32.00
Miscellaneous Field Equipment, at current rates, list available upon request, per day	\$	20.00

Specialized equipment will be quoted on a per-job basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

In-House Disposable Field Supplies

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

Laboratory Schedule of Charges

Type of Test	Unit Price*
Moisture Content / Oven (ASTM D2216)	\$ 18.00
Sample Preparation	
Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour	\$ 48.00
Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour	\$ 48.00
Remolding - Remold a soil sample to desired moisture and density, per hour	\$ 48.00
Moisture/Density	
Rings	\$ 25.00
Shelby Tubes, waxed chunk	\$ 40.00
Tubes (liners), chunk	\$ 40.00
Organic Content (ASTM D2974)**	\$ 62.00
Particle Size Analysis	
Sieve (ASTM C136) max size < 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 88.00
Sieve (ASTM C136) max size > 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 90.00
Percent Passing No. 200 (ASTM C117-87/D1140)	\$ 48.00
Combined Sieve and Hydrometer (ASTM D422)	\$ 150.00
Hydrometer only (ASTM D422)	\$ 98.00
Atterberg Limits (ASTM D4318)	\$ 110.00
Nonplastic	\$ 68.00
Specific Gravity, Fine Material (ASTM D854)	\$ 68.00
Specific Gravity, Coarse Material (ASTM C-127)	\$ 55.00
Percent of Fracture (ASTM D5821)	\$ 38.00
Sand Equivalent (AASHTO T 176, ASTM D-2419)	\$ 63.00
Compaction (ASTM D1557/D698, Methods A, B and C, AASHTO T-180)	
4 point	\$ 150.00
Direct Shear (ASTM D3080)	
Per point	\$ 110.00
Vane Shear (ASTM D4648)	
3 points**	\$ 57.00
Consolidation (ASTM D2435)	
With 2 timed load increments	\$ 360.00
Permeability	
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)**	\$ 190.00
In triaxial cell with back pressure saturation (ASTM D 5084)**	\$ 520.00
One-Dimensional Swell (ASTM D4546)	
Method A**	\$ 360.00
Method B**	\$ 360.00
Method C**	\$ 620.00
Triaxial Compression	
Unconfined Comp. - UC (ASTM D2166)	\$ 93.00
Unconsolidated Undrained - UU (ASTM D2850)**	\$ 180.00
Triaxial Unconsolidated Undrained (back pressure saturation)**	\$ 360.00
Consolidated Undrained (ASTM D4767) with pore press. meas. - CU/S/P**	\$ 520.00
Consolidated Drained - CD**	\$ 520.00
Consolidated Undrained or Consolidated Drained (3 points)**	\$ 1,250.00
CBR with 4 point Proctor (ASTM D1883)	\$ 470.00
Rock Point Load Index Test (ASTM D5731)	\$ 26.00
Unconfined compressive strength of rock cores (ASTM D7012)	\$ 36.00
Concrete Cylinders (ASTM C39) compressive strength (includes C31 molding/curing)	\$ 20.00
Mortar Cylinders (ASTM C780)	\$ 20.00
Masonry Unit Prisms (ASTM C1314)	\$ 105.00
Grout Prisms (ASTM C1019)	\$ 26.00
High Strength Grout Cubes (ASTM C109)	\$ 20.00
Soil Cement/CLSM Unconfined Compression (ASTM D 4832)	\$ 36.00
Concrete Beam Flexural Strength by Third-Point Loading (ASTM C 78)	\$ 80.00
Compressive Strength of Drilled Concrete Core (ASTM C 42)	\$ 38.00
SFRM Density (ASTM E605)	\$ 34.00

Other tests charged at negotiated rates

*Increase unit prices by 20 percent – 50 percent for contaminated samples.

** Conducted in our Redmond Laboratory, additional shipping charges may apply.

All rates are subject to change upon notification.

RIVERFRONT PARK REDEVELOPMENT PROJECT

Design of Public Spaces and Park Grounds – Berger Partnership

September 28, 2016 – Contract Amendment – Task 2.C-3 (number to be verified with City PMT)

SCOPE OF WORK OVERVIEW

This scope is an amendment to the existing Riverfront Park Design of Public Spaces and Park Grounds contract for additional Structural engineering services associated with the “River’s Edge” Boardwalk. Services to include structural engineering as detailed in the Scope of Work. Work is to be completed by subconsultant (CH2M).

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of FIFTEEN THOUSAND SEVEN HUNDRED AND FOUR DOLLARS AND 0/100 (\$15,704.00).

It is assumed that the City PMT will define the overall project budgets and implementation/construction timeline for the Redevelopment Program and will be responsible for developing and communicating site phasing to include construction site security and detouring/closures throughout the park.

DETAILED SCOPE OF WORK

Task #1

Structural engineering services associated with the “River’s Edge” Boardwalk: Provide Structural engineering services in accordance with Exhibit 2.C-3-A.

RIVERFRONT PARK DESIGN OF MAJOR PUBLIC SPACES:

TASK 2.1.B – DESIGN SERVICES

EXHIBIT B-4: CH2M SCOPE OF WORK

INTRODUCTION

The City of Spokane Project Management Team (OWNER) has initiated the Riverfront Park Design of Major Public Spaces project to implement the Riverfront Park Master Plan. On June 3, 2016, CH2M HILL Engineers, Inc. (SUBCONSULTANT) was provided Notice to Proceed to provide professional services to the Berger Partnership (PRIME) for the PROJECT. Under this project, SUBCONSULTANT will provide to the PRIME the scope of services as specified herein.

The TASK 2.1.B scope of work includes the following subtasks:

Task 2.1.B.m(1): Looft Site Design – Structural Engineering

This scope of work and fee estimate (Exhibit B-4) are based on a 3-month delivery schedule, beginning in September 2016. SUBCONSULTANT's ability to meet this schedule is contingent upon timely receipt of input and reviews by the OWNER/PRIME and provided the scope progresses as outlined.

Definitions and General Assumptions

No DD or 60% submittals are required for the structural design components.

90% Plans, Quantities and Specifications. The 90% Plans will be developed to meet City of Spokane standards, permitting needs, and approval requirements. Review comments at the 90% milestone are to be limited to QA/QC issues of life safety, local code compliances, and constructability. Changes to the plans/designs at 90% as a result of additional design review process will be considered an additional service.

Bid Plans, Specifications, and Final OPC. Any updates based on comments from the city review of the 90% submittal will be incorporated into the structures design.

Task 2.1.B.m(1) Assumptions and Exclusions:

- ✦ SUBCONSULTANT will provide structural design for Looft site-related structures to include basalt wall, wall at terrace edge, landscaping wall, terrace edge railing connection, light pole

foundation, and boardwalk framing, wall and posts. Other structures may require a negotiated additional services agreement.

- ✦ PRIME will prepare drawings of structural components. SUBCONSULTANT's effort will be limited to marking up drawings by hand for PRIME.
- ✦ SUBCONSULTANT will provide WSDOT Division 6 structures-related special provisions or mark-ups for CSI format provisions.
- ✦ SUBCONSULTANT will provide 90% structural quantities to PRIME.

Task 2.1.B.m(1) Deliverables:

- ✦ 90% mark-ups to PRIME's structural plans, structures-related quantities, and structures special provisions (WSDOT format or mark-ups for CSI format) (electronic .pdf format)
- ✦ Final mark-ups to PRIME's structural plans, structures-related quantities, and special provisions (WSDOT format or mark-ups for CSI format) (electronic .pdf format)
- ✦ Structures design calculations (electronic .pdf format)

Riverfront Park Design of Major Public Spaces: Task 2.1.B - Design Services

Exhibit B-4: Fee Determination Summary

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 250.00		\$0.00
Project Manager	8		\$ 170.00		\$1,360.00
Senior QC Engineer	13		\$ 200.00		\$2,600.00
Senior Structural Engineer	26		\$ 170.00		\$4,420.00
Structural Engineer	42		\$ 150.00		\$6,300.00
Technician	0		\$ 100.00		\$0.00
Acct/Proj Asst	6		\$ 70.00		\$420.00
Total Hrs.	95				\$15,100.00

Direct Labor Cost	\$15,100.00
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Reimburseables

	No.	Each	Cost
Reimburseables	0	\$0	\$0.00
			\$0.00

Total (rounded)	\$15,100
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Exhibit B-4: Fee Determination Summary

Riverfront Park Design of Major Public Spaces: Task 2.1.B - Design Services

Project Summary by Task

9/27/2016

Task	CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimburseables	Overall Total
2.1.B.m(1) Looft Site Design - Structural Engineering	95	\$15,100	\$0	\$0	\$15,100
Total	95	\$15,100	\$0	\$0	\$15,100

Riverfront Park Design of Major Public Spaces: Task 2.1.B - Design Services

Exhibit B-3: Fee Determination Summary

2.1.B.m(1) Looff Site Design - Structural Engineering

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 250.00		\$0.00
Project Manager	8		\$ 170.00		\$1,360.00
Senior QC Engineer	13		\$ 200.00		\$2,600.00
Senior Structural Engineer	26		\$ 170.00		\$4,420.00
Structural Engineer	42		\$ 150.00		\$6,300.00
Technician	0		\$ 100.00		\$0.00
Acct/Proj Asst	6		\$ 70.00		\$420.00
Total Hrs.	95				\$15,100.00

Direct Labor Cost	\$15,100.00
--------------------------	--------------------

Total	\$15,100.00
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ORDINANCE NO _____

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-99999-99999	<u>\$ 465,521</u>
To:	1400-54100-94000-56301	\$455,521
	1400-54100-74214-54201	\$8,000
	1400-54100-74214-08490	\$2,000
		<u>\$465,521</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Park capital needs not anticipated during the 2015 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Strategic Investment List:

<u>Requestor:</u>	<u>Project:</u>	<u>Amount:</u>	<u>Notation:</u>
Carl Strong	Soil - Youth Baseball/Softball	\$ 30,000	Safety hazard - in partnership with flood erosion
Carl Strong	Youth Baseball Fencing/Gates	\$ 60,000	Needed safety fencing for players + spectators
Tony Madunich	Vegetation Screening	\$ 50,000	City Compliance for Ops Center Complex
Steve Nittolo	Grant Match - RCO Mirror Pond	\$ 45,000	2015 RCO Grant of \$90K, \$45K Match - Friends of Manito, \$45K Match Parks & Recreation
Garrett Jones	Shadle Park Community Use Concrete Pad	\$ 40,000	Capital Improvements and help match the Neighborhood funds that were used to demolish the existing structure
Jon Moog	Barricades (100) & covers	\$ 18,000	Supports crowd and event control, deters unauthorized access, protects public and park resources (barricades = \$8000, Covers = \$ 10,000)
Jon Moog	Portable Bartending Kiosk	\$ 12,000	Wine and Beer Kiosk used to support park programing and revenue enhancement
Jason Conley	Indian Canyon Improvements	\$ 35,000	Capital Improvements to I.C clubhouse and restaurant.(Flooring, lighting, security system)
Garrett Jones	Park Improvements	\$ 200,000	General Park Improvements system wide
Subtotal:		\$ 490,000	Pulling from fund balance in 2016
	Pending EBO's	\$ 124,000	Collins Contract (64,000), My Spokane 2016 Billing (60,000) - APPROVED BY PARK BOARD in APRIL MEETING
Al Vordebrueggen	Indian Canyon - water conservation Grant	\$ 100,000	Matching funds for unforeseen Water Dept. grant opportunity (water-conservation funds of about \$250K)
Al Vordebrueggen	Witter Pool	\$ 400,000	Emergency repairs due to unstable soils and sagging pipes between pools (Postponing post swim season 2016) (250 - 490K)
RFP Development	Capital Fund Drive	\$ 200,000	Tentative - reduced amount (\$200k has been moved to park improvements line item above per Park Board) To be funded later if needed
Subtotal:		\$ 824,000	Future Strategic Investments (2017)
Total:		\$ 1,314,000	Total Balance

BID PROPOSAL FORM

Bidder: Cameron - Reilly LLC Date: 8/29/16
Address: 309 N Park Rd
Street
Spokane Valley WA 99212
City State ZIP Code

CAMERRL942NU
State Contractor Registration Number

TO: The City of Spokane Purchasing Department
Fourth Floor
City Hall
ADDRESS: 808 West Spokane Falls Blvd
Spokane, WA 99201-3316
PROJECT: Witter Pool Repair

Contractors:

Pursuant to and in compliance with your invitation for bids and the Instructions to Bidders and the other documents relating thereto, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for the construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the amount shown.

TOTAL AMOUNT SCHEDULE I BID: \$ 404,320.95

Four hundred four thousand three hundred twenty and ninety - five Cents
(Indicate in writing as well as numerals)

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within Ten (10) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

The undersigned further agrees that the bid guaranty accompanying this bid is left in escrow with the Owner; that the liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named contract and surety bond, for any and all units of this bid accepted by the Owner, will be equal to five percent (5%) of the total bid for such unit or units; and that if the undersigned defaults in executing that contract and in furnishing the surety bond within ten (10) days, of the date on the Notice of Award, the bid guaranty shall become the property of the Owner who shall be obligated only to refund that portion in excess of the liquidated damages. If, however, this bid or any



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPOKANE
AND
Spokane Parks Foundation**

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the City), and the Spokane Parks Foundation, a Washington State nonprofit, tax exempt corporation located at PO Box 2021, 315 W Mission, Ste 26, Spokane, Washington 99210-2021 (the Spokane Parks Foundation).

WHEREAS, City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS, the Spokane Parks Foundation wishes to support the City's Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, the private independent nature of the Spokane Parks Foundation also provides the added advantage of dedicated donor and volunteer services; and

WHEREAS, the City wishes to support the fund raising activities of, and appropriately recognize, the Spokane Parks Foundation and promote a positive relationship with its staff and volunteer members; and

WHEREAS, the Spokane Parks Foundation wishes to assure the City and its Parks and Recreation Division that it will operate effectively and responsibly consistent with the reasonable expectations of both public and private interests on behalf of, *inter alia*, the City and its Parks and Recreation Division;

THEREFORE, based on the foregoing, the parties enter into the following Agreement:

Section 1. Spokane Parks Foundation Representations. The Spokane Parks Foundation represents and acknowledges the following with regard to its operation and purposes:

- A. The Spokane Parks Foundation operates in support of parks and park programs throughout Spokane County. The Foundation's work will be compatible with the City and its Park and Recreation Division's vision, mission, and goals, and it will support the master plan of the City's Parks and Recreation Division when the Foundation's work involves City Parks and/or Recreation programs.
- B. A major purpose of the Spokane Parks Foundation shall be to secure, purchase, manage and invest privately raised funds for the benefit of parks and park programs throughout Spokane County, including the City's Parks and Recreation Division's parks and programs.
- C. When the Foundation's work involves City parks and/or Recreation programs, the Spokane Parks Foundation shall recruit, manage and coordinate volunteer services in City Parks in such a manner with respect to the City's parks and programs as to maintain full compliance with the City's Parks and Recreation Division's policies and project requirements.
- D. The Spokane Parks Foundation shall obtain advance approval from the Park Board, or its designee, for all projects when the Foundation's work involves City Parks and/or Recreation parks or programs.
- E. Project proposals with respect to a capital project in a City Park shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties. Proposals for projects in a City Park with future funding responsibility shall also include a funding plan to meet the obligation.
- F. The Spokane Parks Foundation will continue to operate as a private independent legal entity separate from the City and its Parks and Recreation Division.
- G. The Spokane Parks Foundation will use sound fiscal and auditing procedures.
- H. The Spokane Parks Foundation will not interfere with day-to-day City Parks and Recreation Division operations.
- I. The Spokane Parks Foundation will maintain its status as a 501(c)(3) charitable organization to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code.

Section 2. Bond and Insurance. The Spokane Parks Foundation shall ensure that officers and staff members are bonded in an amount of not less than \$1,000,000. The premiums payable on the bonds shall be payable from the funds of the Spokane Parks Foundation. Further, the Spokane Parks Foundation shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the Spokane Parks Foundation Board. The Spokane Parks Foundation shall annually provide the City's Parks and Recreation Division documentation of its compliance with this Section.

Section 3. Accountability and Stewardship. As the City and the Spokane Parks Foundation want to maintain the highest levels of accountability and stewardship, subject to the Confidentiality Policies of the Spokane Parks Foundation and section 7, below, the Spokane

Parks Foundation agrees to share information with the City as reasonably requested, including quarterly reports to the Park Board. It shall develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

Section 4. Donor Solicitation.

4.1 Donor Communication. The Spokane Parks Foundation agrees to advise prospective donors of the following:

- A. The Spokane Parks Foundation is a separate legal and tax entity organized for the purpose of encouraging philanthropic support for the benefit of the parks and park programs throughout Spokane County, including City of Spokane parks and park programs.
- B. Responsibility for governance of the Spokane Parks Foundation, including investment of gifts and endowments, resides with the Spokane Parks Foundation's Board.
- C. The Spokane Parks Foundation will follow donor intent with all donations, ensuring that donations are used in the manner agreed upon between the donor, the Spokane Parks Foundation and, to the extent the City's parks or a City park program is the subject of such donation, the City's Parks and Recreation Division.
- D. The Spokane Parks Foundation shall keep donors informed on a timely basis regarding accomplishment of gift purpose. The City Parks and Recreation Division will assist with such communications by providing information regarding funded projects as reasonably requested by the Spokane Parks Foundation.

4.2 Conditions of Gift Acceptance. The Spokane Parks Foundation agrees that in accepting gifts of all kinds, it will:

- A. Advise donors that any restrictive terms and conditions they attach to gifts for the City's Parks and Recreation Division are subject to the City's Parks and Recreation Division approval.
- B. Ensure that gifts designated for specific purposes related to the City's parks or park programs are in compliance with the City's Parks and Recreation Division's master plans, vision, mission and philosophy.
- C. Ensure that gifts related to the City's parks or Park programs are promptly reported to, and to the extent such gifts seek to impose terms, condition, or obligations on the City Parks and Recreation Division, approved for acceptance by the Park Board as presented by the Spokane Parks Foundation in quarterly reports.

- D. Coordinate relevant funding goals, programs and campaigns with the City's Parks and Recreation Division when the Foundation's work involves City Parks and/or Recreation programs.
- E. Follow the Spokane Parks Foundation Donor Relations and Recognition Policy, as approved by the Spokane Parks Foundation Board, including protecting donor identities as requested by donors.

Section 5. Financial Procedures.

5.1 Standards. The Spokane Parks Foundation will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it should ensure that the following standards are applied:

- A. Prudent Practices.
In general, Spokane Parks Foundation investment procedures should be conducted in accordance with applicable state and federal law. The investments must be consistent with the terms of the gift instrument.
- B. Administration of Income.
Income from investments, net of administrative fees, should be administered in accordance with pertinent Spokane Parks Foundation policies.
- C. Quarterly Reports.
The Spokane Parks Foundation shall include in their quarterly reports to the Park Board a summary of all funds transferred to the City, current program account balances, and any financial activity thereon. The City and the Spokane Parks Foundation shall provide each other with other reports as may be reasonably requested.

Section 6. Financial Statement. The Spokane Parks Foundation shall maintain financial records in accordance with generally accepted accounting principles. Copies of the financial statements and a current list of Spokane Parks Foundation officers and directors shall be made available to the City.

Section 7. Inspection of Spokane Parks Foundation Records. Because private funds are raised to support public projects, the Spokane Parks Foundation will permit, on reasonable notice, authorized City officials or their designees to inspect all Spokane Parks Foundation books and records, except to the extent the inspection violates rights to privacy, confidential donor information or any Spokane Parks Foundation Board policy.

Section 8. Compliance. To ensure donated funds are used in compliance with any Spokane Parks Foundation and/or donor purposes and restrictions, funds will be transferred to the City upon submission and review of a City invoice itemizing use of such funds. If another method of fund transfer is required, it will be mutually agreed upon in advance by the City and the Spokane Parks Foundation.

Section 9. Designation as a Gift. Funds received by the City shall only be accounted for as gifts where the appropriate donor intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

Section 10. The City's Parks and Recreation Division's Assistance to the Spokane Parks Foundation. As long as the Spokane Parks Foundation complies with all provisions of this Memorandum, the City will assist the Spokane Parks Foundation in the following manner:

- A. Allow the Spokane Parks Foundation to use the name and images of the City's Parks and Recreation Division.
- B. Provide the Spokane Parks Foundation with assistance in Spokane Parks Foundation activities at the discretion of the Director of the Parks and Recreation Division, and consistent with what is permitted under state and federal law.
- C. Assist the Spokane Parks Foundation by suggesting and recommending donors and contributions to the Spokane Parks Foundation.
- D. Recognize Spokane Parks Foundation gifts in the City's Park and Recreation Division's annual report.
- E. Encourage other organizations which undertake activities the goal of which is to assist and improve City parks and/or City park programs to collaborate with the Spokane Parks Foundation.
- F. Provide Parks and Recreation Facilities to the Foundation on a case by case basis for Foundation fund raising purposes at either no cost or at a reduced cost as deemed appropriate by the Parks and Recreation Director.

Section 11. Notice of Non-Compliance – Opportunity to Cure. In the event of non-compliance with any provision of this Memorandum, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this Memorandum. The other party shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this Memorandum and the relationship described herein.

Section 12. Termination. In addition to the method of termination provided for in Section 11, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the Spokane Parks Foundation shall provide the City with an accounting of all funds restricted for City of Spokane Parks and Recreation purposes.

Section 13. Compensation. The City will provide no compensation to officers or employees of the Spokane Parks Foundation.

Section 14. Access to Worksites. The Spokane Parks Foundation will have access to observe and take pictures of project worksites during construction.

Section 15. Ownership / Use after Project Completion. All projects will be owned and maintained by the City and used according to City policies.

Section 16. Assignment. This Memorandum shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract, in whole or in part, its interest in this Memorandum without the prior written consent of the other Party.

Section 17. 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 Memorandum 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 Memorandum.

Section 18. Indemnification. Each party to this Memorandum shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this Memorandum.

Section 19. 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 Memorandum 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.

Section 20. Entire Agreement and Amendment. This Memorandum represents the parties' entire agreement with respect to the matters specified herein.

Section 21. Additional Terms and Conditions. Additional terms and conditions may be found in Appendix A.

Section 22. Governing Law and Venue. It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.

Section 23. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 24. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 25. Mediation. Should any dispute arise out of or related to this Memorandum of Understanding or its performance by the parties hereto, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by

the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

Section 26. Contact Information. Representatives and their contact information, for each party, are as follows:

A. For the City's Parks and Recreation Division contact: (Parks and Recreation Director, City of Spokane Parks and Recreation, 80 W Spokane Falls Blvd, Spokane, WA, 99201).

B. For the Spokane Parks Foundation contact: Executive Director, Spokane Parks Foundation, 222 West Mission Ave, Ste 10, Spokane, Washington, 99201-2341.

Section 27. Term. This Memorandum shall become effective upon execution by both parties and shall terminate on December 31, 2019, unless earlier terminated as provided in Section 12 or renewed by mutual consent of both parties.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

By _____

_____ Date

(Name) _____

(Title) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SPOKANE PARKS FOUNDATION

By: _____

_____ Date

(Name) _____

(Title) _____

City of Spokane - Parks & Recreation
Fund 1400
2017 Preliminary Budget

	2015	2016	2016	2017
	Actuals	Budget	Thru Sept.	Budget
Revenue	\$ 5,032,047	\$ 6,951,266	\$ 4,708,220	\$ 4,729,866
Salaries & Wages	6,738,932	7,672,548	5,674,727	7,094,808
Personnel Benefits	1,805,576	2,452,442	1,545,185	2,529,015
Supplies	989,737	981,764	793,123	668,800
Services & Charges	4,228,774	3,766,020	4,155,534	3,400,950
Intergovernmental Prof Services	57,021	64,425	37,837	27,900
Interfund Services	2,138,568	2,481,803	-	2,248,502
Reserve for Budget Adjustment	-	125,000	-	125,000
Expenditures	15,958,608	17,544,002	12,206,406	16,094,975
Net Revenue	(10,926,561)	(10,592,736)	(7,498,186)	(11,365,109)
Transfers In	12,911,514	13,505,508	10,345,280	13,808,971
Transfers Out	(622,964)	(512,958)	(186,500)	(327,639)
Net Transfers	12,288,550	12,992,550	10,158,780	13,481,332
Net Operations	1,361,989	2,399,814	2,660,594	2,116,223
Capital Outlay	(734,890)	(2,358,500)	(438,051)	(2,116,223)
Net Revenue Over Expenditures	\$ 627,099	\$ 41,314	\$ 2,222,543	\$ -

City of Spokane - Parks & Recreation
Urban Forestry
2017 Preliminary Budget

	2015	2016	2016	2017
	Actuals	Budget	Thru Sept.	Budget
Revenue	\$ 87,409	\$ 44,500	\$ 173,653	\$ 54,000
Salaries & Wages	343,645	362,861	269,872	416,884
Personnel Benefits	89,914	91,000	69,382	115,600
Supplies	28,743	32,250	12,328	30,550
Services & Charges	70,330	161,360	72,192	157,655
Interfund Services	-	-	-	23,800
Expenditures	532,631	647,471	423,774	744,489
Net Revenue	(445,223)	(602,971)	(250,121)	(690,489)
Transfers In	66,000	66,000	58,542	66,000
Transfers Out	(27,000)	(8,000)		(2,641)
Net Transfers	39,000	58,000	58,542	63,359
Net Operations	(406,223)	(544,971)	(191,579)	(627,130)
Capital Outlay	-	(210,000)	(66,864)	-
Net Revenue Over Expenditures	\$ (406,223)	\$ (754,971)	\$ (258,443)	\$ (627,130)

City of Spokane - Parks & Recreation
Park Operations
2017 Preliminary Budget

	2015	2016	2016	2017
	Actuals	Budget	Thru Sept.	Budget
Revenue	\$ 241,139	\$ 217,230	\$ 164,402	\$ 190,430
Salaries & Wages	2,159,977	2,404,974	1,677,935	2,406,662
Personnel Benefits	777,852	834,439	594,515	863,420
Supplies	158,241	186,780	130,938	179,500
Services & Charges	1,023,450	1,023,595	586,098	1,085,509
Expenditures	4,119,520	4,449,788	2,989,536	4,535,091
Net Revenue	(3,878,381)	(4,232,558)	(2,825,134)	(4,344,661)
Transfers In	-	-	-	-
Transfers Out	(133,000)	(116,000)	(116,000)	(25,526)
Net Transfers	(133,000)	(116,000)	(116,000)	(25,526)
Net Operations	(4,011,381)	(4,348,558)	(2,941,134)	(4,370,187)
Capital Outlay	(483,623)	(780,000)	(146,673)	-
Net Revenue Over Expenditures	\$ (4,495,004)	\$ (5,128,558)	\$ (3,087,807)	\$ (4,370,187)

City of Spokane - Parks & Recreation
Riverfront Park
2017 Preliminary Budget

	2015	2016	2016	2017
	Actuals	Budget	Thru Sept.	Budget
Revenue	\$ 3,126,177	\$ 3,225,600	\$ 2,561,349	\$ 1,047,000
Salaries & Wages	1,668,133	1,636,507	1,255,846	794,694
Personnel Benefits	333,001	378,640	259,629	390,718
Supplies	349,596	382,574	273,083	83,650
Services & Charges	772,372	833,932	472,455	364,242
Intergovernmental Prof Services	30,776	35,425	24,326	11,200
Interfund Services	-	-	-	-
Reserve for Budget Adjustment	-	-	-	-
Expenditures	3,153,878	3,267,078	2,285,339	1,644,504
Net Revenue	(27,701)	(41,478)	276,010	(597,504)
Transfers In	-	-	-	-
Transfers Out	(106,200)	(100,000)	-	(101,100)
Net Transfers	(106,200)	(100,000)	-	(101,100)
Net Operations	(133,901)	(141,478)	276,010	(698,604)
Capital Outlay	(25,578)	(82,500)	(41,802)	-
Net Revenue Over Expenditures	\$ (159,479)	\$ (223,978)	\$ 234,208	\$ (698,604)

City of Spokane - Parks & Recreation
Recreation
2017 Preliminary Budget

	2015	2016	2016	2017
	Actuals	Budget	Thru Sept.	Budget
Revenue	\$ 1,523,339	\$ 1,499,000	\$ 1,333,690	\$ 1,458,500
Salaries & Wages	1,295,432	1,271,168	1,124,342	1,274,377
Personnel Benefits	256,241	254,234	236,796	263,173
Supplies	276,673	286,260	270,566	287,300
Services & Charges	1,364,041	1,311,446	855,914	1,293,267
Intergovernmental Prof Services	4,691	7,850	12	5,200
Interfund Services	-	76,950		16,950
Reserve for Budget Adjustment	-	-	-	-
Expenditures	3,197,078	3,207,908	2,487,630	3,140,267
Net Revenue	(1,673,739)	(1,708,908)	(1,153,940)	(1,681,767)
Transfers In	25,000	-	-	-
Transfers Out	(52,764)	(70,500)	(70,500)	(15,513)
Net Transfers	(27,764)	(70,500)	(70,500)	(15,513)
Net Operations	(1,701,503)	(1,779,408)	(1,224,440)	(1,697,280)
Capital Outlay	(73,798)	(190,000)	(132,122)	-
Net Revenue Over Expenditures	\$ (1,775,301)	\$ (1,969,408)	\$ (1,356,562)	\$ (1,697,280)

City of Spokane - Parks & Recreation
Administration
2017 Preliminary Budget

	2015	2016	2016	2017
	Actuals	Budget	Thru Sept.	Budget
Revenue	\$ 49,104	\$ 952,936	\$ 444,634	\$ 1,006,936
Salaries & Wages	1,271,746	1,997,038	1,346,732	2,202,191
Personnel Benefits	348,568	894,129	384,863	896,104
Supplies	176,484	93,900	106,158	87,800
Services & Charges	982,936	425,687	2,168,875	490,277
Intergovernmental Prof Services	21,554	21,150	13,499	11,500
Interfund Services	2,138,568	2,404,853		2,207,752
Reserve for Budget Adjustment	-	125,000	-	125,000
Expenditures	4,939,855	5,961,757	4,020,127	6,020,624
Net Revenue	(4,890,751)	(5,008,821)	(3,575,493)	(5,013,688)
Transfers In	12,845,514	13,439,508	10,286,738	13,742,971
Transfers Out	(304,000)	(218,458)		(182,859)
Net Transfers	12,541,514	13,221,050	10,286,738	13,560,112
Net Operations	7,650,763	8,212,229	6,711,245	8,546,424
Capital Outlay	(12,920)	(75,000)	(35,161)	(1,153,223)
Net Revenue Over Expenditures	\$ 7,637,843	\$ 8,137,229	\$ 6,676,084	\$ 7,393,201

City of Spokane - Parks & Recreation
Golf Fund
2017 Preliminary Budget

	2015 Actuals	2016 Budget	2016 Thru Sept.	2017 Budget
Revenue	\$ 3,148,529	\$ 3,381,270	\$ 3,010,513	\$ 3,681,270
Salaries & Wages	1,115,572	1,115,875	876,878	1,204,773
Personnel Benefits	363,037	467,391	316,658	464,642
Supplies	254,195	249,130	182,228	316,920
Services & Charges	921,489	794,445	787,299	972,376
Intergovernmental Prof Services	20,650	27,450	17,568	21,000
Interfund Services	385,014	391,620		439,394
Expenditures	3,059,957	3,045,911	2,180,631	3,419,105
Net Revenue	88,572	335,359	829,882	262,165
Transfers In	312,108	-	-	-
Transfers Out	(11,345)	-	-	-
Net Transfers	300,763	-	-	-
Net Operations	389,335	335,359	829,882	262,165
Capital Outlay	(116,799)	(329,455)	(151,031)	(200,000)
Net Revenue Over Expenditures	\$ 272,536	\$ 5,904	\$ 678,851	\$ 62,165

City of Spokane - Parks & Recreation
Park Fund Grants
2017 Preliminary Budget

	2015 Actuals	2016 Budget	2016 Thru July	2017 Budget
Revenue	\$ 4,880	\$ 1,012,000	\$ 30,492	\$ 973,000
Salaries & Wages	-	-	-	-
Personnel Benefits	-	-	-	-
Supplies	-	-	-	-
Services & Charges	15,646	10,000	-	10,000
Intergovernmental Prof Services	-	-	-	-
Interfund Services	-	-	-	-
Reserve for Budget Adjustment	-	-	-	-
Expenditures	15,646	10,000	-	10,000
Net Revenue	(10,766)	1,002,000	30,492	963,000
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Net Transfers	-	-	-	-
Net Operations	(10,766)	1,002,000	30,492	963,000
Capital Outlay	(138,971)	(1,021,000)	(15,429)	(963,000)
Net Revenue Over Expenditures	\$ (149,737)	\$ (19,000)	\$ 15,063	\$ -

2017 Grants

	Revenue	Expenditure	Net
DNR - USDA	10,000	(10,000)	-
RCO - Adaptive Ball Field	476,000	(476,000)	-
RCO-YAF - Adaptive Ball Field	225,000	(225,000)	-
RCO - Mirror Pond	180,000	(180,000)	-
CDBG Projects	60,000	(60,000)	-
Private / Nonprofit	22,000	(22,000)	-
	<u>973,000</u>	<u>(973,000)</u>	<u>-</u>