



Spokane Park Board Agenda

Dec. 8, 2016 – 1:30 p.m.

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

Park Board Members:

Chris Wright – President
Susan Traver – Vice President
Leroy Eadie – Secretary
Ross Kelley
Lauren Pendergraft
Nick Sumner
Ted McGregor
Greta Gilman
Rick Chase
Candace Mumm – Council Liaison

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:** Nov. 10, 2016, regular Park Board meeting minutes
3. **Additions or Deletions to the Agenda:**
4. **Claims:** Claims for the month of November 2016 – *Susan Traver*
5. **Executive Session:**
 - A. Legal briefing session
6. **Special Guests:**
 - A. Desautel Hege marketing update – *Jessica Wade*
 - B. SYSCA Update – *Kate Green*, Northeast Youth Center Executive Director and *Gary Turner*, Southside Senior Activity Center Executive Director
7. **Financial Report & Budget Update:** *Mark Buening*
8. **Special Discussion/Action Items:**
 - A.
9. **Committee Reports – Action Items:**

Urban Forestry Tree Committee: (The Nov. 29 meeting was cancelled) – *Lauren Pendergraft*

 - A. Action items: None

Golf Committee: Dec. 6, 2016 – *Nick Sumner*

 - A. Esmeralda Golf pro contract

Land Committee: Nov. 30, 2016 – *Ross Kelley*

- A. Peaceful Valley futsal court construction project/ Engineering Remediation Resource Group (\$74,459.50)
- B. Sidewalk install and repair project/Bacon Concrete (\$191,298)

Recreation Committee: Dec. 1, 2016 – *Lauren Pendergraft*

- A. Youth baseball fencing and gates contract with Idaho Fence (\$61,671)

Riverfront Park Committee: Dec. 5, 2016 – *Ted McGregor*

- A. Riverfront Park parking fees and charges
- B. Riverfront Park redevelopment budget review
- C. Howard Street promenades bid documents/Berger Partnership (\$435,100)
- D. Progressive design-build attorney procurement & contract/Thaxton Parkinson (\$25,000)
- E. Grant support resolution for three EPA brownfield cleanup grant applications

Finance Committee: Dec. 6, 2016 – *Susan Traver*

- A. Recreational Rink/Skyride facility construction contract (\$6,793,400)

Bylaws Committee: *Ross Kelley*

10. **Reports:**

Park Board President: *Chris Wright*

Liaisons:

- A. Conservation Futures
- B. Spokane Parks Foundation – *Susan Traver*
- C. City Council Liaison – *Candace Mumm*

Parks Director: *Leroy Eadie*

11. **Correspondence:**

- A. Emails: Renaming of Canada Island
Affordable Family Entertainment (SAFER)
- B. Newsletters:
Corbin Senior Activity Center
Hillyard Senior Center
Southside Senior and Community Center
Sinto Senior Activity Center

12. **Public Comments:**

13. **Adjournment:**

14. **Meeting dates:**

- A. Next committee meeting dates:
Urban Forestry Committee: 4:15 p.m. Jan. 3, 2017, Woodland Center, Finch Arboretum
Golf Committee: 8:05 a.m. Jan. 10, 2017, City Council Briefing Center
Land Committee: 3 p.m. Jan. 4, 2017, City Hall Conference Room 5A
Recreation Committee: 3 p.m. Jan. 5, 2017 at Manito Meeting Room, Manito Park
Riverfront Park Committee: 8:05 a.m. Jan. 9, 2017, City Council Briefing Center Finance
Committee: 3 p.m. Jan. 10, 2017, City Hall Conference Room 2B
- B. Next Park Board: 1:30 p.m. Jan. 12, 2017, City Council Chambers
- C. Next Park Board study session: 3:30 p.m. Jan. 12, 2017, 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 Jennifer Jackson at (509) 625-6367, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Jackson at (509) 625-6367 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
NOV 2016 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - DEC 08, 2016

PARKS & RECREATION:

SALARIES & WAGES	\$	661,138.87
MAINTENANCE & OPERATIONS	\$	323,834.08
CAPITAL OUTLAY	\$	105,658.00
PARK CUMULATIVE RESERVE FUND	\$	20,009.55
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	11,509.59
COMMUNITY DEV BLOCK GRANTS (CAPITAL)	\$	-
FINCH MEMORIAL ARBORETUM FUND	\$	-

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	1,504,281.51
----------------	----	--------------

GOLF:

SALARIES & WAGES	\$	101,112.29
MAINTENANCE & OPERATIONS	\$	116,852.51
CAPITAL OUTLAY	\$	4,039.52

TOTAL EXPENDITURES: \$ 2,848,435.92



Financial Report
November 2016



City of Spokane Parks & Recreation

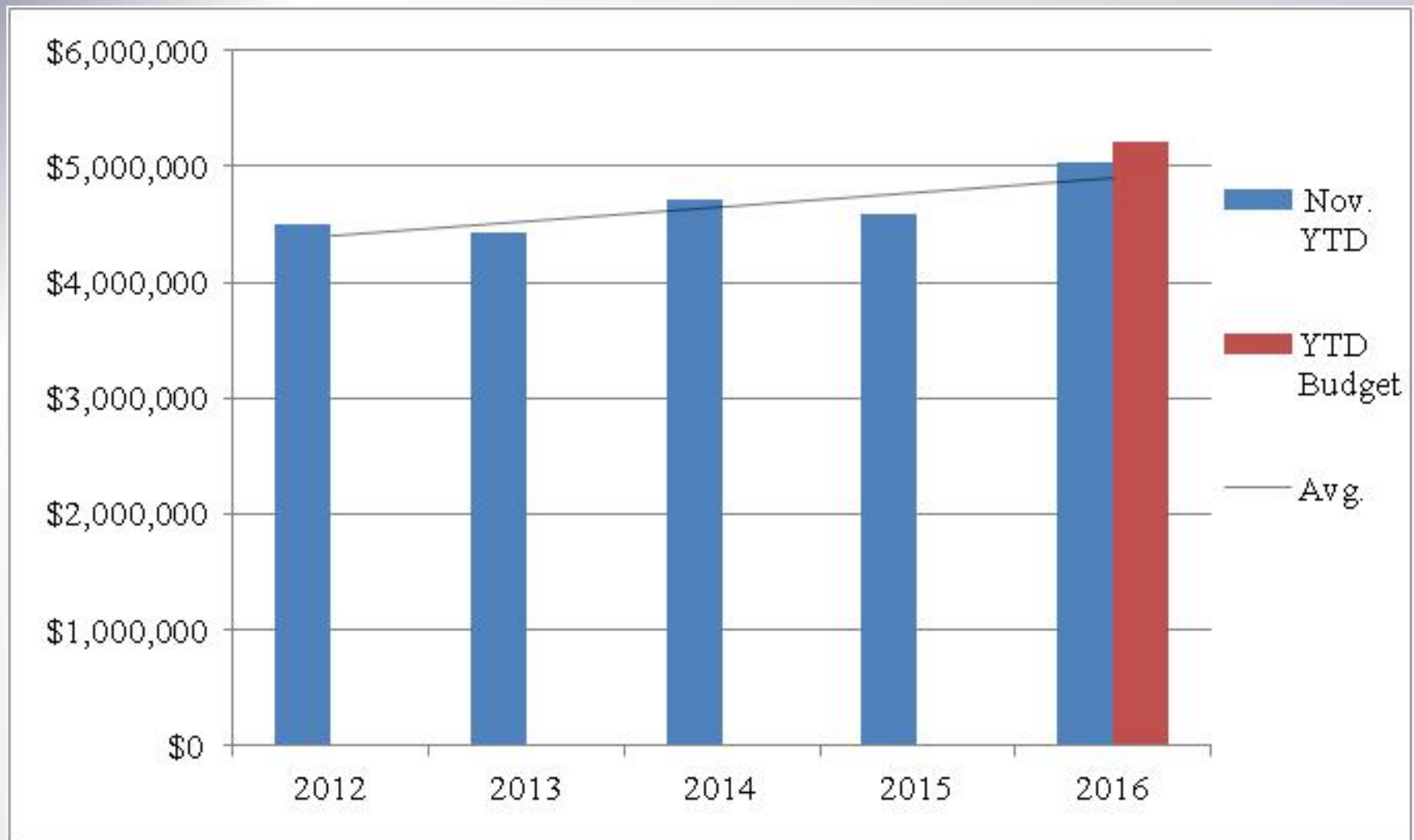
PARK FUND – Revenues & Expenditures

November 30, 2016 (reported in millions)

As of November (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	6.83	5.22	5.11	98%
Transfers In	13.51	12.47	12.47	100%
Funds Available	20.33	17.69	17.58	99%
Expenditures	17.61	15.82	15.32	97%
Transfers Out	0.55	0.47	0.25	52%
Capital Outlay	3.76	2.73	0.59	22%
Windstorm 2015 - NET	0.35	n/a	-0.04	n/a
NET	-1.94	-1.33	1.47	
Beginning Fund Balance	1.05	1.05	1.05	
Ending Fund Balance	-0.89	-0.28	2.52	

Park Fund Revenue

5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

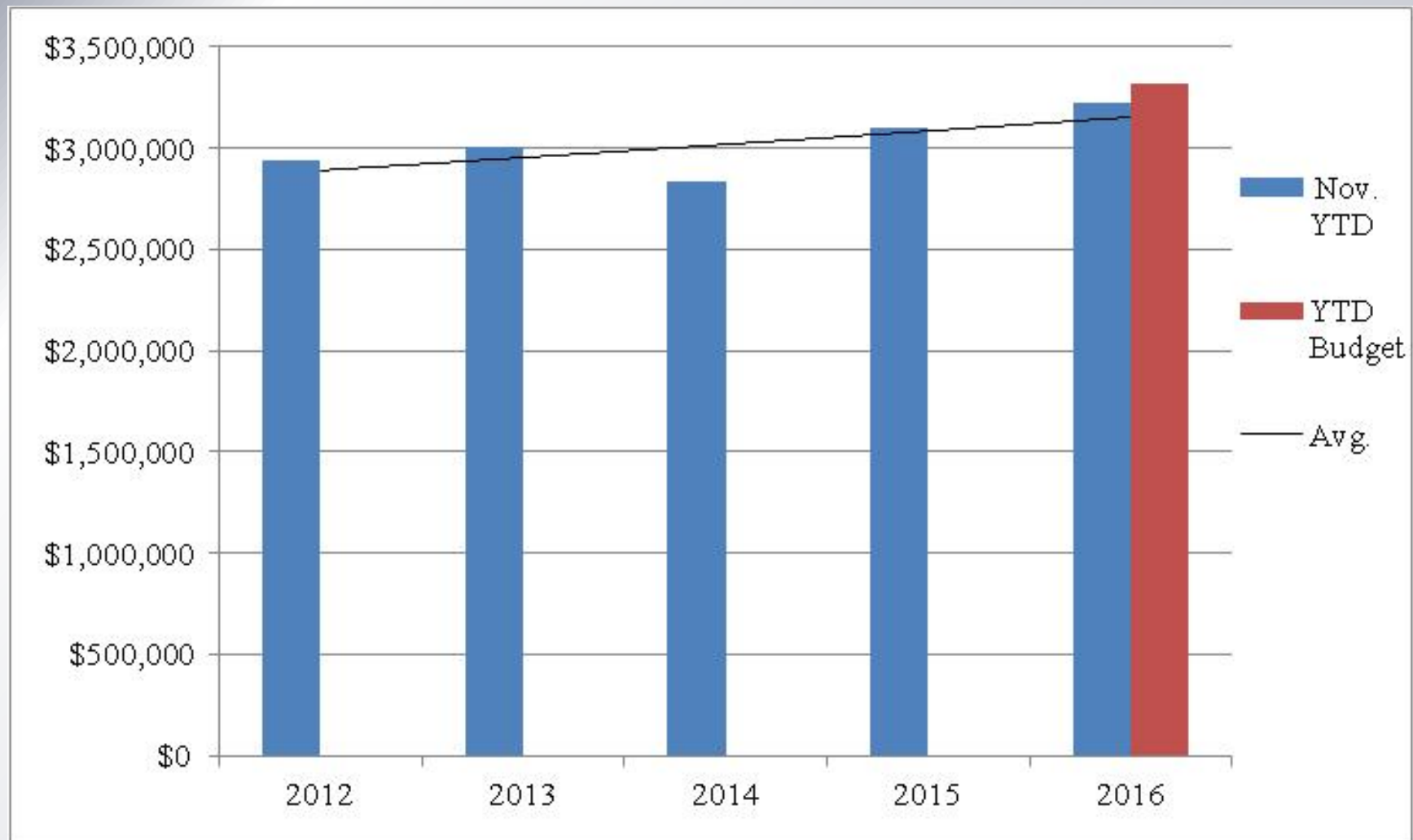
GOLF FUND – Revenues & Expenditures

November 30, 2016 (reported in millions)

As of November (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.38	3.32	3.22	97%
Transfers In	0.04	0.02	0.00	0%
Funds Available	3.42	3.34	3.22	97%
Expenditures	3.21	2.93	2.79	95%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.28	0.25	0.14	56%
Windstorm 2015	0.12	n/a	0.08	n/a
NET	-0.19	0.15	0.21	
Beginning Fund Balance	0.11	0.11	0.11	
Ending Fund Balance	-0.07	0.27	0.32	

Golf Fund Revenue

5 Year Trend & YTD Budget





City of Spokane Parks and Recreation
Department

**2016 AGREEMENT FOR OPERATION OF
THE ESMERALDA MUNICIPAL GOLF COURSE**

This Agreement made and entered into this 8th day of December 2016, by and between the **SPOKANE PARKS AND RECREATION DEPARTMENT**, a municipal corporation of the State of Washington, as ("Parks and Recreation Department"), and **ROB SANDERS, PGA GOLF PROFESSIONAL d/b/a SANDBAGGERS CLUB, L.L.C.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the Parks and Recreation Department is the owner of Esmeralda Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Esmeralda Municipal Golf Course are desired to operate the concession as well as to provide Golf Professional services throughout the playing season; and

WHEREAS, the Parks and Recreation Department wishes to contract with the Professional for the operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and Practice Range.

-- NOW, THEREFORE, pursuant to the requirements of the Charter of the Parks and Recreation Department, and in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS.** This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific and applicable federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED.** The Parks and Recreation Department hereby grants to the Professional the concession to operate the

clubhouse facilities, pro shop, practice range and the restaurant at Esmeralda Municipal Golf Course at 3933 East Courtland Avenue, Spokane, Washington.

2.1 The Concession Premises/Location. The concession shall be conducted on the golf course known as the Esmeralda Municipal Golf Course ("Premises").

2.2 Condition of Premises. The Professional and Golf Manager will conduct a walkthrough inspection before 2/1/2017 to determine if any repairs are necessary. If repairs are mutually determined necessary, the Parks and Recreation Department will make necessary arrangements and be financially responsible to complete those immediate repairs before May 1st, 2017. Any repairs not noted or discovered in the mutual walk through inspection, will exclusively be the sole financial responsibility of the Professional whom inspected and examined the Premises, and all facilities, appurtenances and fixtures thereon and accepts the same in their present "AS-IS" condition and agrees the City assumes no liability for and damages or lost revenue to the Professional resulting from any conditions that existing prior to the date of his signature and agrees to make no claims against the City for course contentions that existed prior to the date of signature. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Department without prior written consent of the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.9(g) of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional, his agents, representatives and employees.

3.1 Lessons. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons during normal operating hours throughout the golfing season. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.

3.2 Men's and Ladies' Clubs.

a. The Professional must offer a minimum of one (1) clinic per season for

each Men's and Ladies' Clubs.

- b. The Professional must provide good faith efforts to increase active membership in the Men's and Ladies' Clubs.

3.3 Practice Range.

- a. The Professional must supply ONE THOUSAND (1,000) dozen (12 balls per dozen) top-quality, clean range balls, at all times during the golfing season.
- b. Range balls shall be picked up daily or as appropriate to ensure availability and must be easily accessible to the golfing public.

3.4 Pro Shop.

- a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.
- b. The Pro Shop must be staffed with at least two (2) people during "prime time" to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one (1) staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The Pro Shop must be OPEN and staffed no later than daylight at all times during the golfing season.
- c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers; maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.
- d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.5 General Responsibilities.

- a. Cooperate with the Golf Manager to participate in the successful operation of the Pro Shop, golf course, golf course premises, clubhouse, restaurant and golf professional activities and meet the goals and expectations of the Golf Committee and Spokane Park Board as defined in this Agreement.

- b. Supporting and enforcing Parks and Recreation Department policies to staff and the golfing public.
- c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.
- d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Department, including adherence to the free play policy approved by the Park Board.
- e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and shall be performed in accordance with Section 8.1 (below), delineating timely transfer of fees and/or payments to the Parks and Recreation Department.
- f. Report tournament, fee, and sponsorship schedules to the Golf Manager each month.
- g. Turn the heat down to sixty (60) degrees when the Clubhouse/restaurant is closed.
- h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.
- i. Keeping the Golf Course open for the prescribed hours of play as described in the Parks and Recreation Golf Operations Manual.
- j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.
- k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two (2) Class "A" Assistants or Apprentices. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.
- l. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board.
- m. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Department in

having an efficient and successful operation at the Golf Course.

- n. The Professional may conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose so long as the Professional obtains the prior express written consent of the Golf Manager. All outside activities on Golf Course premises need prior approval, and revenue received will be divided with the Professional receiving sixty percent (60%) and the Parks and Recreation Department forty percent (40%).
- o. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.
- p. The Professional or designee shall make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Department grounds, and Golf Course during the playing season, and shall report any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious for the life of the Agreement. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.
- q. Use good faith efforts to promote increased play and income during identified slow-play periods.
- r. Upon City request, the Professional shall provide documentation that dollars (\$) were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.
- s. Professional or PGA affiliate shall be available for consistent contact with Men's and Ladies' Clubs, Tournament Chairperson(s) and outside groups.
- t. The Professional or PGA certified designee must cooperate with and be easily accessible daily by the golfing public and organized groups.
- u. The Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, practice range conditions, tournaments, and special events. Disputes between the Professional and the Golf Course Superintendent will be resolved by the Golf Manager.
- v. Equal treatment of all golfers.

- w. Handle reservations in a fair and open manner as per Parks and Recreation Department guidelines.
- x. Promote Men's and Ladies' Club memberships and leagues.
- y. Consistently attend Men's and Ladies' Club meetings and events.
- z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.6 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Department to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Department may at any time enter into a sponsorship agreement to promote the operation of the golf course and may share a percentage of the revenue with the Professional, depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Department may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as mutually agreed between the Professional and the Golf Manager.

3.7 Management Duties.

- a. Professional must be current in the PGA Certification Program.
- b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.
- c. Cooperate with the Parks and Recreation Department's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Department - City sponsored Junior golf program. This is either the Professional or his/her Assistant(s) responsibility.
- d. Play in Pro/Ams to provide club members an opportunity to participate (Pro and Assistant).
- e. Ensure a high-caliber, quality staff and institution of an ongoing staff-training program, as provided by PGA.
- f. Make a good faith effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.8 Restaurant/Food Service.

- a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/restaurant and for furnishing an adequate stock of food & beverage (F & B) supplies for the operation of the restaurant. The Professional may provide F & B services at other locations throughout the Golf Course, with the express prior written consent of the Golf Manager.
- b. The Cafe operation shall be friendly, courteous, and efficient; with quality service, F & B items and clean appearance. Staff shall have a neat and clean appearance.
- c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to this Agreement.
- d. The Professional will be solely responsible for obtaining all required F & B permits and licenses and complying with the Spokane Regional Health District Food Safety program.

3.9 Pro shop, Clubhouse/restaurant maintenance.

- a. The Parks and Recreation Department will furnish the Professional with a list of Parks and Recreation Department-owned restaurant equipment ("Equipment") as an Exhibit attached hereto as **Exhibit A** (if any City owned equipment is available), which Professional may choose to use all or part thereof. The City will make repairs to this Equipment for the first sixty (60) days from the signature dates of this Agreement. Loaned Equipment which is deemed useless during this Agreement shall be disposed of by mutual consent. When Equipment has to be replaced or repaired, it shall be the responsibility of the Professional. The Parks and Recreation Department may purchase and or replace Equipment at the end of the Agreement, based upon the fair market appraised value at that time.
- b. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.
- c. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning of all carpets twice a year, annual cleaning of all chairs, daily maintenance of all

lavatories, washbasins, other interior furnishings equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times in a manner to the satisfaction of the Parks and Recreation Department.

- d. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.
- e. The Professional shall keep the bulletin/reader board updated monthly and free of out-of-date notices on a daily basis.
- f. The Professional will be responsible for one hundred percent (100%) of all personal telephones, fax machines, computer equipment and services. Additionally, the Professional will be responsible for fifty percent (50%) of the Parks and Recreation Department telephone service. The Parks and Recreation Department will pay the natural gas and electric charges and will reimburse the professional for one hundred (100%) of internet expenses related to operating the provided point of sale system.
- g. The Parks and Recreation Department encourages capital project improvements by the Professional. Prior to capital project approval the Parks and Recreation Department will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, the Parks and Recreation Department will buy-out the remaining value. All improvements will be clearly defined and become an agreed upon written Addendum to this Agreement.
- h. The Parks and Recreation Department will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

3.10 Golf Carts.

- a. The Professional shall make a minimum of forty (40) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five (5) years old unless with written permission from the Golf Manager the golf cart fleet may be extended if the appearance and condition of the fleet is in satisfactory condition.
- b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Department has the option to purchase or assume lease of those carts upon expiration or early

termination of this or subsequent agreements, at current appraised value, from the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

- i) The Parks and Recreation Department must approve the purchase price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Department; and
 - ii) The carts purchased will be subject to a five-year (5) amortization of the agreed upon purchase price; and
- c. Arrangement shall be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel, which shall only be dispensed from an approved above ground fuel tank. If Professional installs his/her own tank, location must be prior approved by the Parks and Recreation Department. The Professional may request to purchase fuel from the Parks and Recreation Department. All fueling arrangements will be made between the Professional and the Golf Manager.

Section 4. **TERM.** This Agreement shall commence on January 1, 2017 and shall terminate December 31, 2021. The Golf Manager, with the approval of the Park Board may extend this Agreement for one (1) additional five (5) year term. Any extensions will be conditioned on the Professional's previous Term's operation having been performed to sole discretion of the Park Board and the Golf Manager's satisfaction. The Golf Professional will advise the Golf Manager, in writing, no later than Aug. 1, 2021, of his or her desire to extend the Agreement. The extension request shall not be entertained if the Golf Professional is in any form of default. This does not preclude the Parks Department from issuing Requests For Proposals (RFP) for the following term.

4.1 **Annual Evaluation.** The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15th of each year and prior to any Agreement extension. Results of the annual evaluation will be discussed and shared with the Golf Committee.

Section 5. **GOLF MANAGER.** The Golf Manager shall be the designated representative of the Parks and Recreation Department for the purpose of supervising and managing the Golf Course grounds, Clubhouse/restaurant operations, and to ensure compliance with the terms and conditions of this Agreement. The Professional shall first address any concerns to the Golf Manager.

5.1 **Maintenance.** The Parks and Recreation Department shall be responsible for the maintenance of Golf Course grounds, the practice range,

parking area, snow removal in the parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole expense of the Professional. If the Professional and Golf Manager disagree on the definition of appropriate maintenance, a mutually agreed third-party will be consulted to reach a resolution.

5.2 Golf Course Marshal. The Parks and Recreation Department may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts, as well as provide other customer service as directed by the Golf Manager.

5.3 Rules and Regulations. The Park Board of the Parks and Recreation Department shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to: minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and restaurant are to be kept open each day and each week, amount of all fees, including but not limited to: Greens fees, private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. **CONSIDERATION PAID TO PARKS AND RECREATION.**

6.1 Shall be addressed in a forthcoming Amendment to the original Agreement reconciling the commission or split between the City and The Professional.

Section 7. **CONSIDERATION PAID TO THE PROFESSIONAL.**

7.1 Shall be addressed in a forthcoming Amendment to the original Agreement reconciling the commission or split between the City and The Professional.

Section 8. **COLLECTION OF FEES BY PROFESSIONAL.**

8.1 Unless granted a waiver the Professional shall cause to be delivered and deposited in the Parks and Recreation Department's designated bank, once every twenty four (24) consecutive hours, monies collected due and owing to the Parks and Recreation Department and all greens fees, all deposit receipts, required reports and season ticket sales. The Professional may deduct those amounts owed to him as provided in Section 6.1. In the event of

a deposit shortage, the Golf Professional will be responsible for the entire amount of the shortage in the deposit. In the event of an overage in the deposit, the Golf Professional and the Parks and Recreation Department will equally split the amount of the overage. The Professional shall deliver all deposit receipts and required reports to the Parks and Recreation Department accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.

8.2 The Parks and Recreation Department shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall use such system for all fees and monies collected and received at the Golf Course; however, the Professional may install and maintain at his expense a system for Pro Shop and lesson sales if such system is prior approved in writing by the Golf Manager. The Professional shall permit the Parks and Recreation Department, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course.

8.3 At the end of the year, a financial report shall be sent to the Parks and Recreation Department of Spokane.

8.4 The Professional shall follow the City of Spokane Cash Handler Policy and Procedures Manual for collections of fees.

Section 9. **INDEMNIFICATION. INSURANCE. BOND.**

9.1 Indemnification. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, representatives or its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, caused from any act or omission of itself, its agents, representatives or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).

9.2 Insurance. The Professional shall throughout the duration of this Agreement, provide and maintain at his expense, in forms satisfactory to the Parks and Recreation Department a policy or policies for each of the following types of insurance coverage:

- a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS (\$2,000,000). Said insurance shall be

on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and liquor liability coverage.

- b. Statutory Washington Worker's Compensation Insurance and a minimum of ONE MILLION DOLLARS (\$1,000,000) Employer's Liability Insurance for all employees of the Professional.
- c. Comprehensive Automobile Liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- d. Professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- e. The Professional shall furnish Parks and Recreation Department with a Certificate of Insurance (COI) evidencing coverages in items a, b, c, and d (above) and shall provide an Additional Insured endorsement naming the Parks and Recreation Department of Spokane as Additional Insured under items a and c.
- f. The Professional, at the Professional's option may purchase and maintain such insurance as will insure the Professional against loss of use of the Professional's, and Parks and Recreation Department property due to fire or other hazards, however caused. The Professional waives all rights of action against the Parks and Recreation Department for loss of use of the Parks and Recreation Department and Professional's property, including consequential losses due to fire or other hazards - however caused.

9.3 Bond. The Professional shall continuously maintain at his sole expense a Surety/payment guarantee or employee dishonesty Bond covering collection of fees on the Premises for the benefit of the Parks and Recreation Department. The Bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage, both inside and outside the Premises in an amount not less than TWENTY THOUSAND AND NO/100

DOLLARS (\$20,000.00).

9.4 Proof of the above requirements must be provided to the Parks and Recreation Department upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days prior written notice to the Parks and Recreation Department of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. **INDEPENDENT CONTRACTOR.** The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Department or City of Spokane, and that no liability shall attach to the Parks and Recreation Department or City of Spokane as a result of the acts or omissions of the Professional, his agents, representatives or employees. The Professional realizes that the Parks and Recreation Department employs other independent contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. **TERMINATION.**

- a. The Parks and Recreation Department reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the terms and conditions of this Agreement. The Parks and Recreation Department shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten (10) day period, the Parks and Recreation Department shall have the right to:
 - i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof;
 - ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Department, which shall have accrued to the time of termination of the Professional's rights.
- b. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Department, for example, by allowing play at less than the posted rates (excluding discounted rates approved by the Golf Manager).
- c. The Professional is subject to immediate termination if the Professional or any employee is knowingly found to be in violation of food service regulations and/or alcohol service regulations/laws and/or a State issued audit finding solely due to the actions of the Professional.
- d. The Professional may terminate this Agreement by giving ninety (90) days

prior written notice. Such notice shall be given to the Golf Manager.

Section 12. **TIME TO BE DEVOTED BY PROFESSIONAL.**

- a. **General.** It is mutually understood the primary function of the Professional shall devote such time as necessary to satisfactorily and wholly carry out the duties of this Agreement.
- b. **Golf Season.** During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted during the season.
- c. **Off-Season.** During the off-season the golf course shall be closed. The Professional however, is encouraged to open the Clubhouse/restaurant, to support winter activities run either by the Professional or by the Parks and Recreation Department.

Section 13. **REFUSE CHARGES.** Professional will pay the Clubhouse/restaurant refuse charges during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Department to stop regular pick-up and to be certain that service will be changed as necessary to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Department when pick-up is necessary. The Parks and Recreation Department will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again re-opens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Department to resume regular pick-ups.

In essence, the Parks and Recreation Department pays for refuse pick-up only during December, January and February.

The Written communications and notices directed above shall be copied and sent to the Golf Manager, Parks and Recreation Department, 5th Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Section 14. **TAXES AND FEES.** As an independent contractor, the Professional acknowledges that he is solely responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents, representatives and employees and any taxes or licenses applicable to the Professional's business activity at the Golf Course. The Lessee shall pay any applicable taxes related to its use and occupancy of the Premises, including, but not limited to: the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Lessee to show that it falls within a legal exemption.

Section 15. **ASSIGNMENT.** The parties acknowledge and agree that the Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this Agreement without the express prior written consent of the Park Board. Any unauthorized assignment, sublease or transfer by the Professional shall be null and void and shall terminate this Agreement at the option of the Parks and Recreation Department.

Section 16. **SEVERABILITY.** In the event any one (1) or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this Agreement shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid portions and covenants were not contained herein.

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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

Section 18. **NON-WAIVER.** Waiver by the Parks and Recreation Department of any rights hereunder in any one (1) instance shall not be deemed a future waiver of this or any other right by the Parks and Recreation Department in any subsequent instance and shall still insist on full performance of the terms of this Agreement.

Section 19. **LIENS.** The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and shall keep the Premises free and clear of all liens for work performed thereon.

Section 20. **DISPUTES.** Should situations arise which cannot be resolved by the Professional and the Golf Manager, these questions shall be referred for determination to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any such resolution shall not be deemed a waiver, or future waiver by either party to any action in law or equity.

Section 21. **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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Professional agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Professional and the subject matter of this Agreement.

Section 22. **AUDIT/RECORDS.** The Professional and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal or state law applicable to the subject matter of this Agreement, the federal or state law shall prevail.

Dated: _____

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

Rob Sanders, dba SANDBAGGERS

CLUB LLC.

E-Mail address, if available:

By: _____

Title: _____

Attachments that are a part of this Agreement:

City of Spokane's Formal Solicitation entitled: RFP # 4283-16

Exhibit A – Parks and Recreation Esmeralda Restaurant Equipment

Exhibit B – Commission Split for Operation of the Esmeralda Municipal Golf Course

16-829a

EXHIBIT A

Esmeralda Restaurant Equipment

Attachment to Esmeralda Agreement 16-829

As referenced in the Agreement, Section 3.9 (a) the Parks and Recreation Department will furnish the Professional with a list of Parks and Recreation Department owned restaurant equipment ("Equipment").

- A. Tables and chairs in snack-bar
- B. Pre-wash dishwashing sink
- C. 3-compartment sink
- D. Grease trap
- E. Flattop grill
- F. Big beer cooler

Exhibit B



City of Spokane Parks and Recreation Department

COMMISSION SPLIT FOR OPERATION OF THE ESMERALDA MUNICIPAL GOLF COURSE

This COMMISSION SPLIT FOR OPERATION OF THE ESMERALDA MUNICIPAL GOLF COURSE ("Exhibit B") is made and entered into by and between the **City of Spokane Parks and Recreation Department** as ("City"), a Washington municipal corporation, and **ROB SANDERS, PGA GOLF PROFESSIONAL d/b/a SANDBAGGERS CLUB, L.L.C.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the parties entered into an Agreement wherein the Professional agreed to provide for the operation and maintenance of the City's Municipal Golf Course - ESMERALDA; and

WHEREAS, a division or split in the Esmeralda commission has been negotiated, and this City's Exhibit B delineates those proportions.

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

1. COMMISSION / SPLIT CONSIDERATION.

The Scope of Work in the original Agreement, Section 6 & Section 7 is revised to include the following:

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

6.1 Parks and Recreation Department shall be entitled to the following proceeds:

- a. TWO PERCENT (2%) of gross receipts from the operation of the practice range;
- b. TWO PERCENT (2%) of gross receipts from rental of golf carts and pull-carts;
- c. ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;
- d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Department sponsored golf lessons;
- e. FORTY PERCENT (40%) of gross receipts from facility rentals. This includes the apartment, should it be rented during the Term of this Agreement;
- f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;

- g. NINETY FIVE PERCENT (95%) of Green Fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives; and
- h. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Department.

Section 7. **CONSIDERATION PAID TO THE PROFESSIONAL.**

7.1 The Professional shall be entitled to the following:

- a. NINETY EIGHT PERCENT (98%) of gross receipts from the operation of the driving range.
- b. NINETY EIGHT PERCENT (98%) of gross receipts from rental of golf carts and pull carts.
- c. NINETY NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.
- d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Department sponsored golf lessons.
- e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented during the Agreement.
- f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
- g. FIVE PERCENT (5%) of Green fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives.
- h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.
- i. ONE HUNDRED PERCENT (100%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Department.

7.2 The City shall pay the Professional the following revenue, if applicable post accounting closing entries of the golf season:

For calendar years 2017-2019, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf played at ESMERALDA, based on the average number of paid rounds played per year for the last ten (10) years. Rounds are defined as regular rounds, discount rounds, tournament rounds, and hotel rounds. For calendar years 2017-2019, the adjusted average number of total rounds per year used to calculate revenue sharing is THIRTY FIVE THOUSAND (35,000). Therefore, revenue sharing for calendar years 2017-2019 will be calculated as follows:

If the total number of rounds in a calendar year is greater than THIRTY FIVE THOUSAND (35,000)/year but less than THIRTY FIVE THOUSAND NINE HUNDRED AND NINETY NINE (35,999) rounds per year, the Professional will receive TEN PERCENT (10%) of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than THIRTY SIX THOUSAND (36,000)/year but less than THIRTY SIX THOUSAND NINE HUNDRED AND NINETY NINE (36,999) rounds per year, the Professional will receive TWENTY PERCENT (20%) of the increased revenue from all rounds greater than THIRTY FIVE THOUSAND (35,000).

If the total number of rounds in a calendar year is greater than THIRTY SEVEN THOUSAND (37,000)/year, the Professional will receive 30 PERCENT (30%) of the increased revenue from all rounds greater than THIRTY FIVE THOUSAND (35,000).

At the end of 2019 golf season, the parties will meet and determine any future revenue sharing criteria for the remaining two (2) years of this Agreement.

7.3 The City agrees to fund a pole barn, to store The Professional's carts during the 2017 golf season as partial consideration for the golf professional taking a lesser percentage of the green fees, and added percentage of range and cart rental fees. The City will make every reasonable attempt to construct the pole barn before March 15, 2017.

16-829sa



11.30.2016

Peaceful Valley Futsal Court Rebid (SW42-16)							
CONTRACTOR	BASE BID	TAX (8.7%)	TOTAL BASE BID	ADD 1	TAX (8.7%)	TOTAL ADD 1	TOTAL BID
ENGINEERING REMEDIATION RESOURCE GROUP	\$ 68,500.00	\$ 5,959.50	\$ 74,459.50	\$ 31,450.00	\$ 2,736.15	\$ 34,186.15	\$ 108,645.65
ARROW CONCRETE & ASPHALT	\$ 79,850.00	\$ 6,946.95	\$ 86,796.95	\$ 9,750.00	\$ 848.25	\$ 10,598.25	\$ 97,395.20
WESSLEN CONSTRUCTION, INC.	\$ 80,123.00	\$ 6,970.70	\$ 87,093.70	\$ 23,458.00	\$ 2,040.85	\$ 25,498.85	\$ 112,592.55
WESTERN STATES CONSTRUCTION, INC.	\$ 96,000.00	\$ 8,352.00	\$ 104,352.00	\$ 30,000.00	\$ 2,610.00	\$ 32,610.00	\$ 136,962.00
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

BID

TO: **CITY OF SPOKANE, WASHINGTON**

PROJECT NAME: **PEACEFUL VALLEY PARK FUTSAL COURT (SW42-16)**

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

Base Bid: \$ **\$68,500.00**

Alternate 1: replace entire existing asphalt court — **\$99,950.00**

The firm acknowledges receipt of addendum number **01** and agrees that its requirements have been included in this bid.

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

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. **CC ENGINRR943CB** (exp. 02/21/18)

U.B.I. Number **602-556-027** (exp. 02/21/18)

Washington Employment Security Department Number **313482005**

Washington Excise Tax Registration Number **313482005**

City of Spokane Business License Number **602-556-027-1-3** (exp. 01/31/17)

BY SUBMITTING THEIR BID, FIRM CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST

COMPLETION TIME. All work under the contract shall be started after the date of notice to proceed. Work once started shall be completed by July 1, 2017

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

FIRM NAME: **Engineering / Remediation Resources Group, Inc.**

SIGNATURE:  TITLE: **Vice President**

EMAIL **Randy.Randall@ERRG.com** PHONE: **425-658-5026**

ADDRESS: **3915 East Francis Avenue, Unit B1, Spokane, Washington 99217**

SUBCONTRACTOR LIST

PROJECT NAME: **PEACEFUL VALLEY PARK FUTSAL COURT**

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:

(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER **Ken's Land Preparation**

TYPE OF WORK/BID ITEM Demolition / Site Prep / Grading / Site Restoration

AMOUNT \$ \$29,864.00

CONTRACTOR'S REGISTRATION NO. KENSLP*992M3

CONTRACTOR/SUPPLIER **Arrow Concrete and Asphalt Specialties**

TYPE OF WORK/BID ITEM Court Surfacing and Striping

AMOUNT \$ \$9,310.00

CONTRACTOR'S REGISTRATION NO. ARROWCA054NP

CONTRACTOR/SUPPLIER **Northwest Plant Health Care**

TYPE OF WORK/BID ITEM Tree Protection / Air Spade / Root Prune

AMOUNT \$ \$1,235.00

CONTRACTOR'S REGISTRATION NO. NORTHPH994LZ

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ _____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, ENGINEERING/REMEDATION RESOURCES GROUP, INC. as Principal,

and ARGONAUT INSURANCE COMPANY as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the PEACEFUL VALLEY PARK FUTSAL COURT according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

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.

SIGNED AND SEALED on November 23, 2016

ENGINEERING/REMEDATION RESOURCES GROUP, INC.
AS PRINCIPAL

By: _____

Title: CFO, JAMES B. HUDSON

ARGONAUT INSURANCE COMPANY
AS SURETY

By: _____

Edward C. Spector, Attorney in Fact

A valid POWER OF ATTORNEY must accompany this bond.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Thomas S. Branigan, KD Wapato-Conrad, Simone Gerhard, James Ross, Edward C. Spector, Nathan R. Varnold, Misty Wright

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



Argonaut Insurance Company

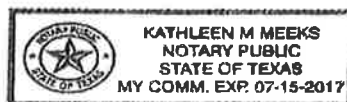
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____ **NOV 23 2016**

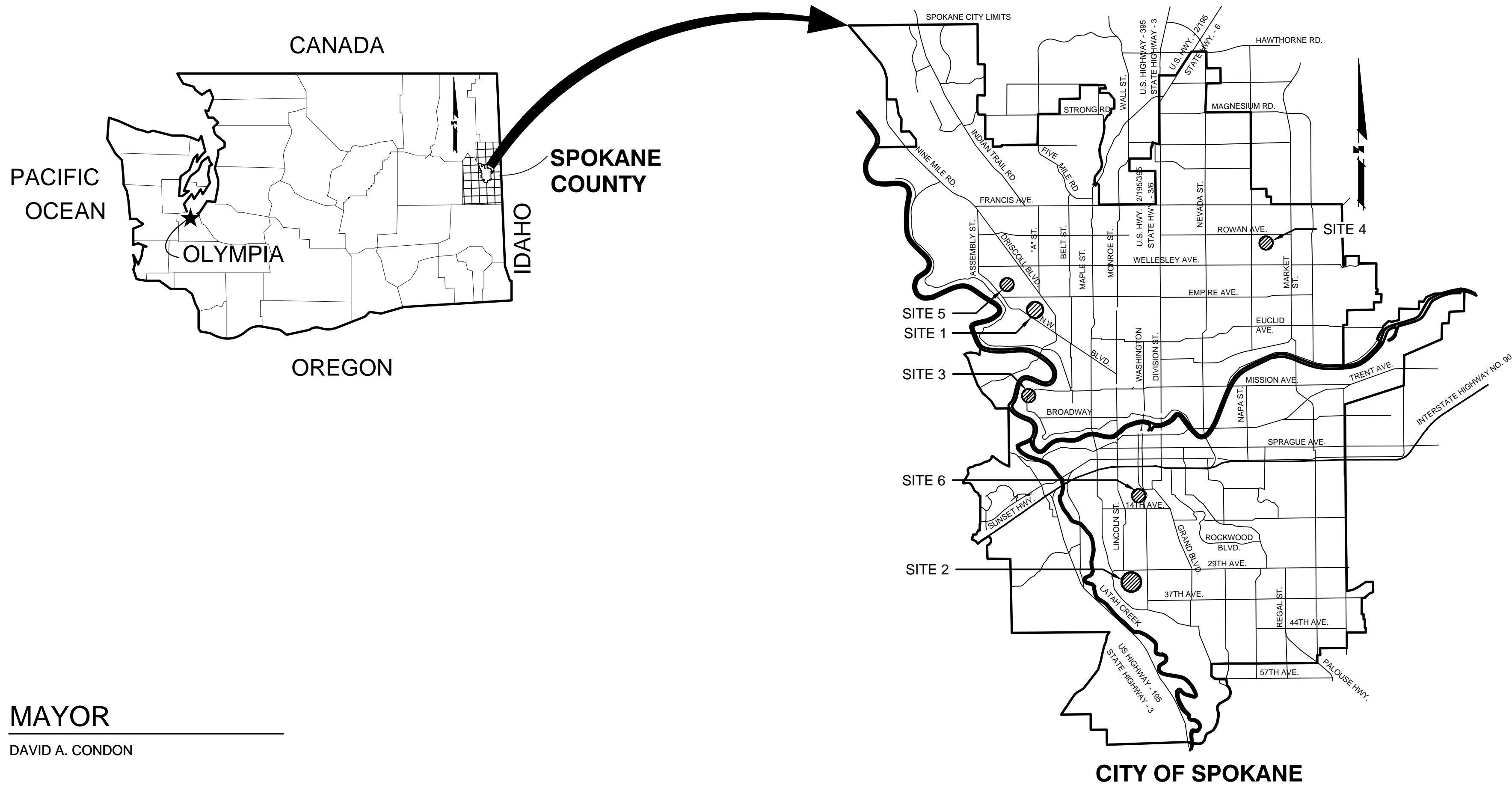


Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION
2016 PARK WALK INSTALLATION & REPAIR
10/26/2016 BID DOCUMENTS



MAYOR

DAVID A. CONDON

COUNCIL MEMBERS

BEN STUCKART, CITY COUNCIL PRESIDENT
LORI KINNEN
AMBER WALDREF
CANDACE MUMM
KAREN STRATTON
BREEAN BEGGS

CITY ADMINISTRATOR

THERESA SANDERS

DIRECTOR OF PARKS

LEROY EADIE

PROJECT CONTACT(S)

NICK HAMAD, CITY OF SPOKANE PARKS & RECREATION
LANDSCAPE ARCHITECT, (509) 363-5452

DESCRIPTION OF WORK

THE PROJECT CONSTRUCTS (2) NEW CEMENT CONCRETE PARK SIDEWALKS AND REPAIRS DAMAGED SECTIONS OF EXISTING CONCRETE WALKWAYS IN NEED OF REPLACEMENT.

WORK INCLUDES, BUT IS NOT LIMITED TO, CLEARING AND GRUBBING OF EXISTING TURF SOD AND SUBSOIL, PLACEMENT & COMPACTION OF CSTC, INSTALLATION OF NEW 5' WIDE CEMENT CONCRETE WALKWAYS, REMOVAL & REPLACEMENT OF EXISTING DAMAGED CONCRETE PANELS, RAMPING OF CONCRETE WALKWAY TO BRIDGE TREE ROOTS, INSTALLATION OF NEW ADA CURB RAMPS, AND REPAIR OF LANDSCAPE AND IRRIGATION SYSTEMS IMPACTED BY CONSTRUCTION.

PROJECT CONSTRUCTION BUDGET IS \$210,000.00 INCLUDING TAX.

IT IS INTENDED THAT WORK SHALL BE EXECUTED ACCORDING TO THE 'WORK LOCATION' LIST BELOW, WITH THE ENTIRETY OF THE WORK SCHEDULED FOR SITE 'LOCATION 1' BEING COMPLETED PRIOR TO MOBILIZATION TO 'SITE 2', AND SO ON. WORK SHALL NOT BE CONDUCTED AT ALL SITES LISTED BELOW, RATHER, WORK SHALL ONLY BE CONDUCTED UNTIL THE CONSTRUCTION BUDGET IS EXHAUSTED.

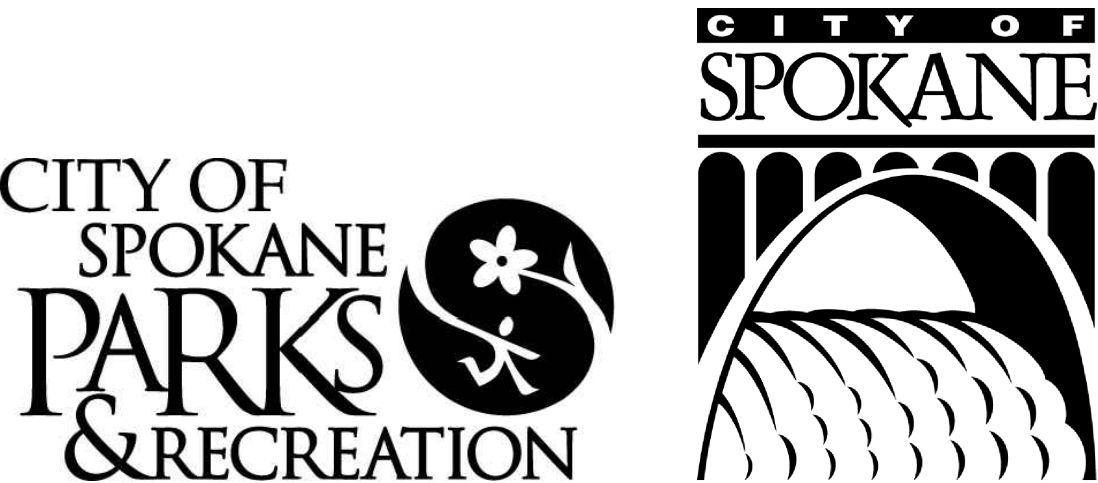
FINAL SITE PRIORITY LIST SHALL BE DETERMINED AFTER THE RETURN OF BID RESULTS BUT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

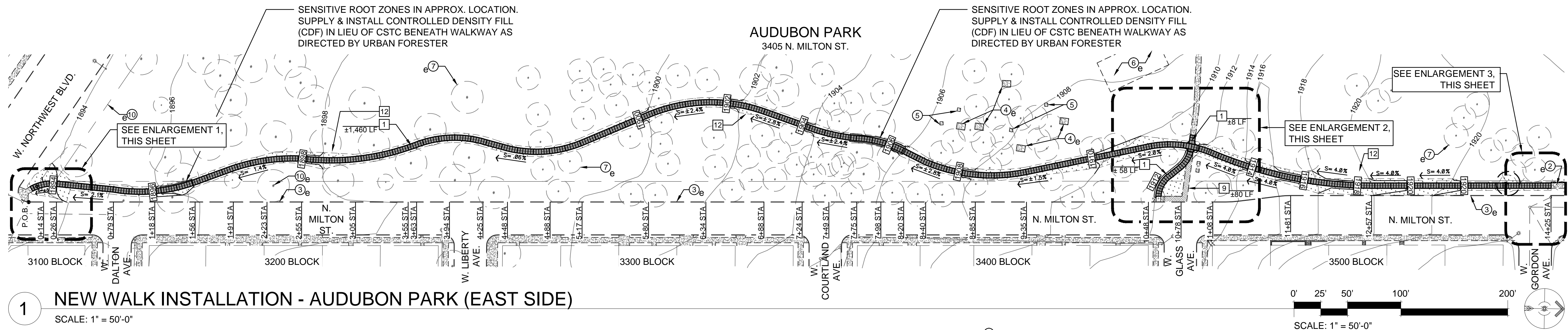
ALL WORK LOCATIONS, INCLUDING APPROXIMATE QUANTITIES FOR EACH SITE, SHALL BE MUTUALLY AGREED UPON BY THE CONTRACTOR AND OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. CONTRACTOR IS RESPONSIBLE FOR TEMPORARY OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
4. CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD. AS WORK IS LOCATED ON LOCAL ACCESS STREETS OR PARK PROPERTY, NO BID IS PROVIDED FOR TRAFFIC CONTROL. SEE PROJECT SPECIFICATIONS FOR DETAILS.
5. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
6. TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH C.O.S. ARBORIST TO SCHEDULE WORK.

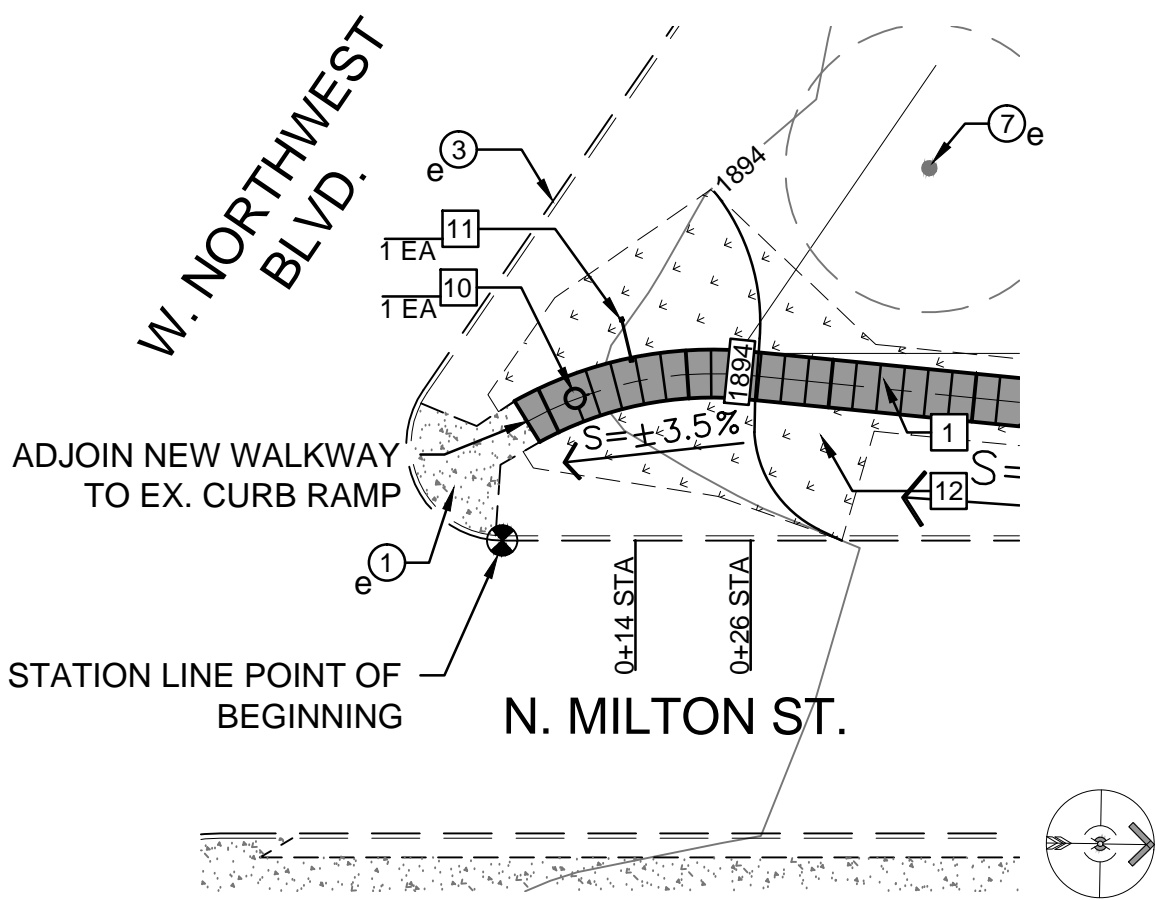
WORK LOCATIONS		
SITE PRIORITY	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	AUDUBON PARK	NEW WALK INSTALLATION
2.0	COMSTOCK PARK	NEW WALK INSTALLATION
3.0	SUMMIT BOULEVARD	REMOVE & REPLACE WALK
4.0	JAMES J. HILL PARK	REMOVE & REPLACE WALK
5.0	WEBSTER PARK	REMOVE & REPLACE WALK
6.0	CLIFF PARK	REMOVE & REPLACE WALK





1 NEW WALK INSTALLATION - AUDUBON PARK (EAST SIDE)

SCALE: 1" = 50'-0"



ENLARGEMENT 1 - S. WALK CONNECT

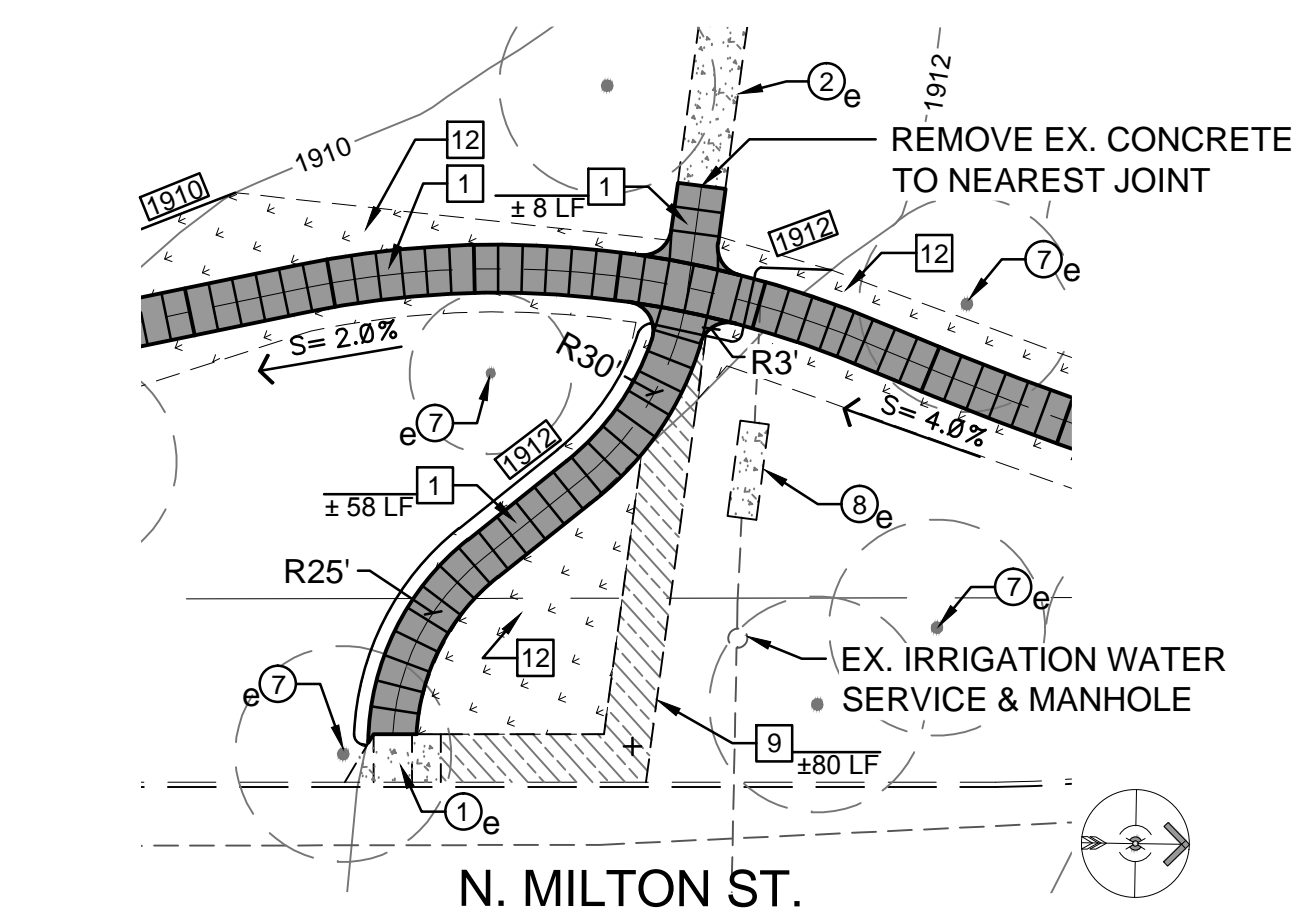
SCALE: 1" = 20'-0"

EXISTING CONDITIONS & SITE PROTECTION NOTES

- EXISTING ADA CURB RAMP TO REMAIN, PROTECT IN PLACE.
- EXISTING WALKWAY TO REMAIN, PROTECT IN PLACE.
- EXISTING CURB TO REMAIN, PROTECT IN PLACE.
- EXISTING PARK BENCH & CONCRETE PAD TO REMAIN, PROTECT IN PLACE.
- EXISTING TRASH RECEPTACLE / BRAISER TO REMAIN, PROTECT IN PLACE.
- EXISTING PLAYGROUND TO REMAIN, PROTECT IN PLACE.
- EXISTING TREE TO REMAIN, PROTECT IN PLACE. SEE TREE PROTECTION NOTES & DETAIL.
- EXISTING BACKFLOW PREVENTER & ENCLOSURE TO REMAIN, PROTECT IN PLACE.
- EXISTING SITE WALL TO REMAIN, PROTECT IN PLACE.
- PROPERTY BOUNDARY, LOCATION APPROXIMATED. CONTRACTOR TO VERIFY IN FIELD AS REQUIRED.
- EXISTING LANDSCAPE TO REMAIN, PROTECT IN PLACE.
- EXISTING UTILITIES. LOCATION APPROXIMATE. PROTECT IN PLACE.
- EXISTING FENCE TO REMAIN.

GRADING & REPAIR NOTES

- ALL IMPORTED FILL BENEATH WALKWAY TO BE CSTC, CDF, OR APPROVED EQUAL.
- COMPACT ALL STRUCTURAL FILL TO 95% REL. DENSITY (MIN).
- IMPORTED FILL OUTSIDE THE EXTENT OF THE PROPOSED WALKWAY SHALL BE APPROVED TYPE 'A' TOPSOIL. DO NOT EXCEED 80% COMPACTION WITHIN LANDSCAPE AREA.
- ALL ORGANIC SPOILS SHALL BE DISPOSED AT APPROPRIATE OFF-SITE FACILITY.
- TAPER FINISH GRADE FROM TOP OF PROPOSED WALKWAY TO ADJACENT LANDSCAPE WITH IMPORTED TOPSOIL. LANDSCAPE ARCHITECT TO APPROVE FINISH GRADING PRIOR TO PLACEMENT OF TURF SOD.
- CONTRACTOR TO REPAIR ALL DAMAGED LANDSCAPE AREA WITH TURF SOD.
- CONTRACTOR TO REPAIR ALL IRRIGATION IMPACTED BY CONSTRUCTION. RELOCATE EQUIPMENT AT DIRECTION OF LANDSCAPE ARCHITECT.
- CITY OF SPOKANE IRRIGATION TECHNICIAN TO INSPECT IRRIGATION REPAIRS PRIOR TO BACKFILL OF EXPOSED PIPING & EQUIPMENT.

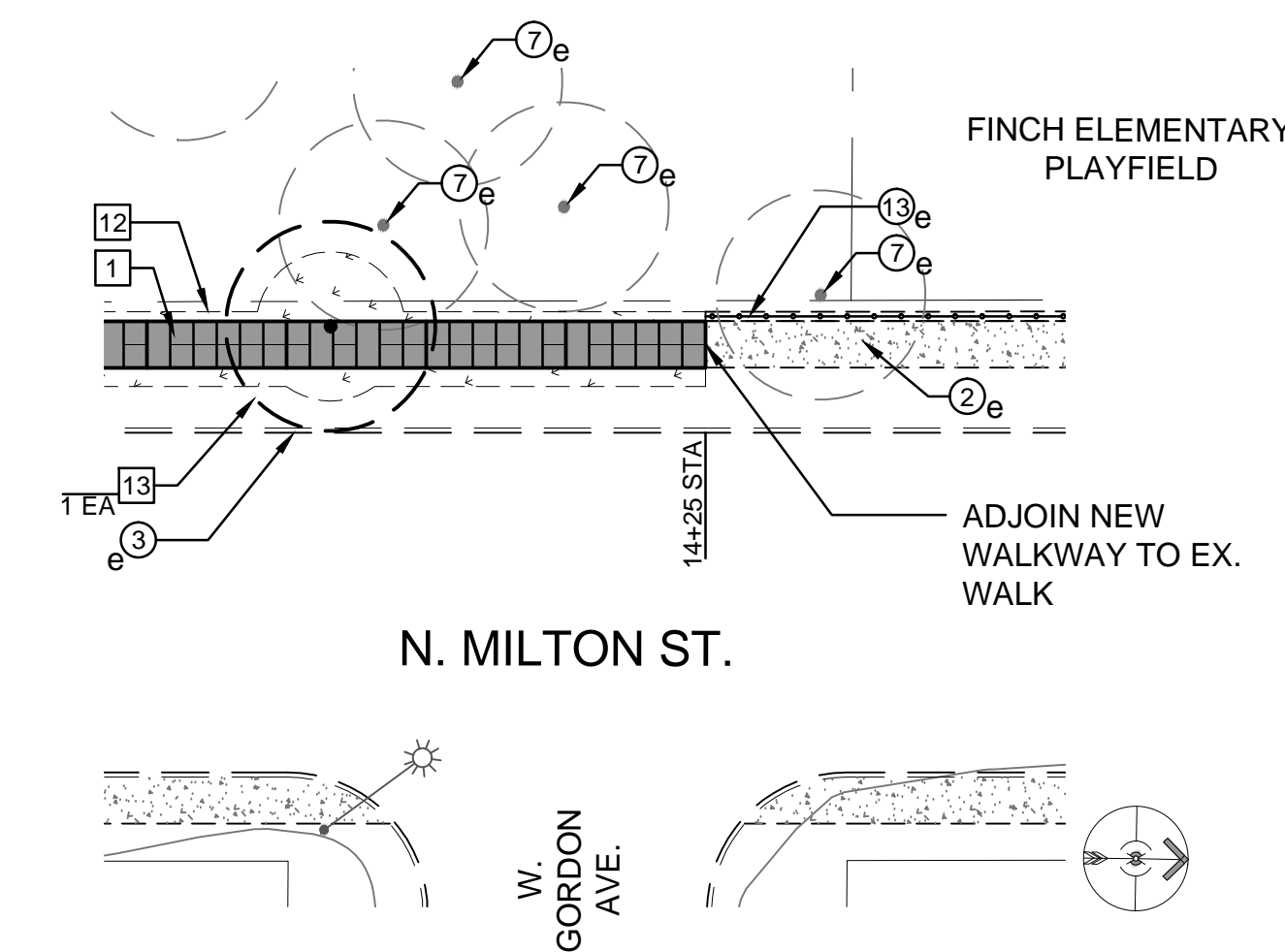


ENLARGEMENT 2 - GLASS AVE. WALK

SCALE: 1" = 20'-0"

EARTHWORK & EXTERIOR IMPROVEMENT LEGEND

- REMOVE EX. LANDSCAPE (SOD & SOIL) AS REQUIRED AND CONSTRUCT NEW 5' WIDE 'CEMENT CONCRETE WALKWAY' PER CITY STD. DETAIL F-102. INSTALL CONCRETE CONTRACTION JOINTS 2.5' O.C.E.W.
 - REMOVE EX. CONCRETE WALK & CONSTRUCT NEW 5' WIDE 'CEMENT CONCRETE WALKWAY' PER CITY STD. DETAIL F-102. CURB TO REMAIN. INSTALL CONCRETE CONTRACTION JOINTS IN 2.5' x 2.5' PATTERN.
 - REMOVE EX. CONCRETE SIDEWALK & CURB AND CONSTRUCT NEW 'CEMENT CONCRETE INTEGRAL CONCRETE CURB & SIDEWALK' PER CITY STD. DETAIL F-102A.
 - REMOVE EX. CONCRETE WALKWAY & CONSTRUCT 'CONCRETE SIDEWALK REPAIR' PER CITY STD. DETAIL F-102C.
 - REMOVE EX. CONCRETE WALKWAY / LANDSCAPE & CONSTRUCT 'CONCRETE SIDEWALK REPAIR' PER CITY STD. DETAIL F-102D.
 - REMOVE EX. CURB & CONSTRUCT NEW 'CEMENT CONCRETE CURB' PER CITY STD. DETAIL F-106.
 - REMOVE EX. SIDEWALK & CURB AND CONSTRUCT 'CURB RAMP - TYPE 3' PER CITY STD. DETAIL F-105C.
 - REMOVE EX. SIDEWALK & CURB AND CONSTRUCT 'CURB RAMP - TYPE 1' PER CITY STD. DETAIL F-105.
 - REMOVE EX. SIDEWALK AND INSTALL 4" DEPTH TYPE 'A' TOPSOIL & TURF SOD.
 - ADJUST EX. MANHOLE FRAME & COVER TO BE FLUSH WITH FINISH WALKWAY SURFACE. GROUT & SEAL ADJUSTMENT RINGS.
 - EX. PARK SIGN. REMOVE & RELOCATE PER DIRECTION OF LANDSCAPE ARCHITECT.
 - GRADING & REPAIR AREA - GRUB, IMPORT FILL & REPAIR LANDSCAPE AND IRRIGATION PER 'GRADING AND REPAIR NOTES'
 - REMOVE EX. STUMP & ROOT WAD AND ALL STRUCTURAL ROOTS 1" IN DIAMETER OR LARGER. IMPORT FILL & COMPACT PER GRADING AND REPAIR NOTES. TREE TRUNK & CANOPY REMOVAL BY OTHERS PRIOR TO START OF WORK.
- LIMIT DAMAGE TO ADJACENT TREES. ANY DAMAGE TO ADJACENT TREES AS A RESULT OF STUMP / ROOT WAD REMOVAL SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR.



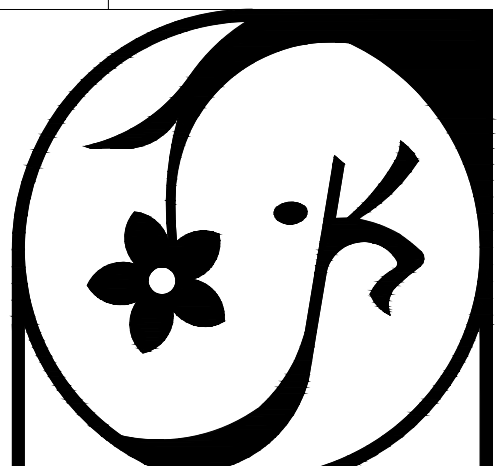
ENLARGEMENT 3 - N. WALK CONNECT

SCALE: 1" = 20'-0"

LAYOUT & BASEMAP NOTES

- POINT OF BEGINNING IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTHWEST BOULEVARD AND N. MILTON ST. BEGIN MEASUREMENT FOR STATION LINE WHERE THE EXISTING CURB RADIUS IS TANGENT TO THE STRAIGHT CURB SECTION ON N. MILTON ST. SEE APPROXIMATE LOCATION ON ENLARGEMENT 2, THIS SHEET.
- FACE OF EXISTING CURB SHALL SERVE AS STATION LINE.
- SITE FEATURE LOCATIONS AND TOPOGRAPHIC DATA ARE NOT DERIVED FROM AN ENGINEERED SURVEY.
 - LOCATIONS OF ALL SITE FEATURES (CURBS, WALKS, UTILITIES, PROPERTY LINES, FENCES, WALLS, CONTOURS, TREES, ETC.) WERE EXTRAPOLATED FROM G.I.S. DATA AND AERIAL PHOTOGRAPH. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE CITY OF SPOKANE CANNOT ENSURE ACCURACY.
 - THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING & PROPOSED SITE FEATURES PRIOR TO CONSTRUCTION, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR APPARENT CONFLICTS WITHIN 24 HOURS OF DISCOVERY.
 - THE CONTRACTOR SHALL STAKE THE CENTERLINE OF ALL PROPOSED PATHWAYS & WALK REPAIR LOCATIONS FOR INSPECTION & APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CLEARING & GRUBBING OR PLACEMENT OF IMPROVEMENTS. THE LANDSCAPE ARCHITECT MAY ALTER THE WALKWAY ALIGNMENT IN THE FIELD PRIOR TO AND DURING CONSTRUCTION.

WALKWAY LAYOUT (FACE OF CURB TO CENTER WALK)			
STATION # (FEET)	DISTANCE TO CENTER WALK (FEET)	ARC SEGMENT	ARC RADIUS
STA 0 +14	16'-6"	ARC MIDPOINT	40'
STA 0 +26	17'-0"	END ARC	-
STA 0 +79	12'-0"	END ARC	-
STA 1 +18	10'-6"	ARC MIDPOINT	150'
STA 1 +56	19'-0"	END ARC	-
STA 1 +91	32'-0"	END ARC	-
STA 2 +23	39'-0"	ARC MIDPOINT	175'
STA 2 +55	40'-6"	END ARC	-
STA 3 +05	40'-0"	ARC MIDPOINT	225'
STA 3 +55	51'-0"	END ARC	-
STA 3 +63	53'-6"	END ARC	-
STA 3 +94	60'-0"	ARC MIDPOINT	100'
STA 4 +25	56'-6"	END ARC	-
STA 4 +48	50'-6"	END ARC	-
STA 4 +88	47'-6"	ARC MIDPOINT	112'
STA 5 +17	55'-6"	END ARC	-
STA 5 +80	81'-6"	END ARC	-
STA 6 +34	93'-6"	ARC MIDPOINT	150'
STA 6 +88	85'-0"	END ARC	-
STA 7 +24	72'-0"	END ARC	-
STA 7 +49	64'-0"	ARC MIDPOINT	175'
STA 7 +75	60'-0"	END ARC	-
STA 7 +98	56'-0"	ARC MIDPOINT	110'
STA 8 +20	48'-0"	END ARC	-
STA 8 +40	37'-6"	END ARC	-
STA 8 +85	25'-6"	ARC MIDPOINT	160'
STA 9 +35	28'-6"	END ARC	-
STA 10 +48	52'-0"	END ARC	-
STA 10 +78	53'-6"	ARC MIDPOINT	100'
STA 11 +08	45'-6"	END ARC	-
STA 11 +81	17'-0"	ARC MIDPOINT	380'
STA 12 +57	9'-6"	END ARC	-
STA 14 +25	MATCH EX.	END ARC	-



CITY OF SPOKANE
PARKS & RECREATION



STATE OF WASHINGTON
LICENSED
LANDSCAPE ARCHITECT
NICHOLAS A. HAMAD
LICENSE NO. 1383
EXPIRES ON 2-17-2017

2016 WALK INSTALLATION

3405 N. MILTON ST. SPOKANE, WA 99205

AUDUBON PARK

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

DATE: 2016.10.26

DRAWN BY: NAH

CHECKED BY: GJ

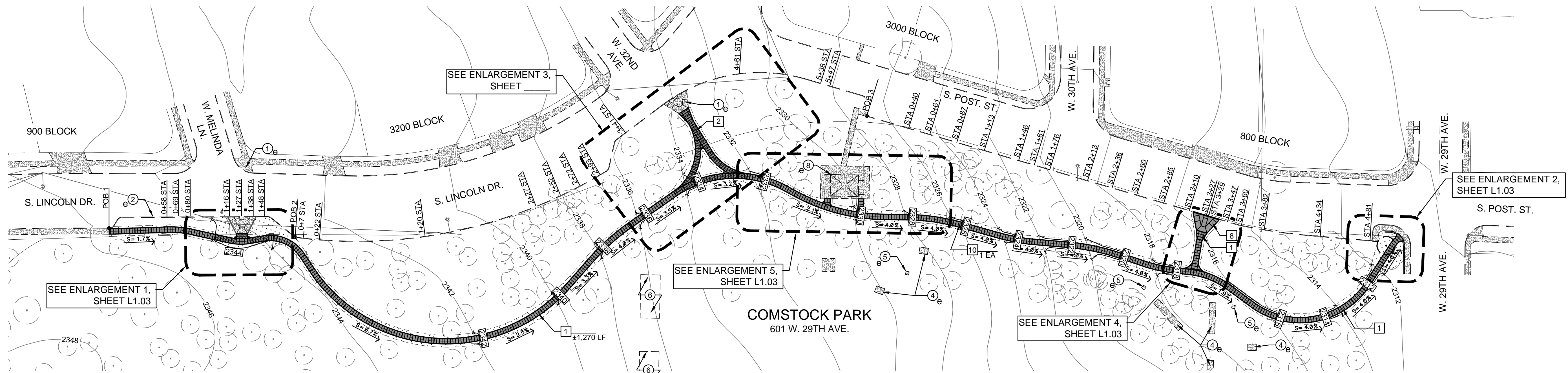
PROJECT NO: 16-42

REVISION

1	3
2	4

SHEET 01 OF 08

L1.01
AUDUBON PARK



1 NEW WALK INSTALLATION - COMSTOCK PARK
SCALE: 1" = 50'-0"

EXISTING CONDITIONS & SITE PROTECTION NOTES

- ① EXISTING ADA CURB RAMP TO REMAIN, PROTECT IN PLACE.
- ② EXISTING WALKWAY TO REMAIN, PROTECT IN PLACE.
- ③ EXISTING CURB TO REMAIN, PROTECT IN PLACE.
- ④ EXISTING PARK BENCH & CONCRETE PAD TO REMAIN, PROTECT IN PLACE.
- ⑤ EXISTING TRASH RECEPTACLE / BRAISER TO REMAIN, PROTECT IN PLACE.
- ⑥ EXISTING PLAYGROUND TO REMAIN, PROTECT IN PLACE.
- ⑦ EXISTING TREE TO REMAIN, PROTECT IN PLACE. SEE TREE PROTECTION NOTES & DETAIL.
- ⑧ EXISTING RESTROOM FACILITY & FLATWORK TO REMAIN, PROTECT IN PLACE.
- ⑨ EXISTING SITE WALL TO REMAIN, PROTECT IN PLACE.
- ⑩ PROPERTY BOUNDARY, LOCATION APPROXIMATED. CONTRACTOR TO VERIFY IN FIELD AS REQUIRED.
- ⑪ EXISTING LANDSCAPE TO REMAIN, PROTECT IN PLACE.
- ⑫ EXISTING UTILITIES. LOCATION APPROXIMATE. PROTECT IN PLACE.
- ⑬ EXISTING FENCE TO REMAIN.

GRADING & REPAIR NOTES

- 1. ALL IMPORTED FILL BENEATH WALKWAY TO BE CSTC, CDF, OR APPROVED EQUAL.
- 2. COMPACT ALL STRUCTURAL FILL TO 95% REL. DENSITY (MIN).
- 3. IMPORTED FILL OUTSIDE THE EXTENT OF THE PROPOSED WALKWAY SHALL BE APPROVED TYPE 'A' TOPSOIL. DO NOT EXCEED 80% COMPACTION WITHIN LANDSCAPE AREA.
- 4. ALL ORGANIC SPOILS SHALL BE DISPOSED AT APPROPRIATE OFF-SITE FACILITY.
- 5. TAPER FINISH GRADE FROM TOP OF PROPOSED WALKWAY TO ADJACENT LANDSCAPE WITH IMPORTED TOPSOIL. LANDSCAPE ARCHITECT TO APPROVE FINISH GRADING PRIOR TO PLACEMENT OF HYDROSEED GRASS.
- 6. CONTRACTOR TO REPAIR ALL DAMAGED LANDSCAPE AREA WITH HYDROSEED GRASS.
- 7. CONTRACTOR TO REPAIR ALL IRRIGATION IMPACTED BY CONSTRUCTION. RELOCATE EQUIPMENT AT DIRECTION OF LANDSCAPE ARCHITECT.
- 8. CITY OF SPOKANE IRRIGATION TECHNICIAN TO INSPECT IRRIGATION REPAIRS PRIOR TO BACKFILL OF EXPOSED PIPING & EQUIPMENT.

EARTHWORK & EXTERIOR IMPROVEMENT LEGEND

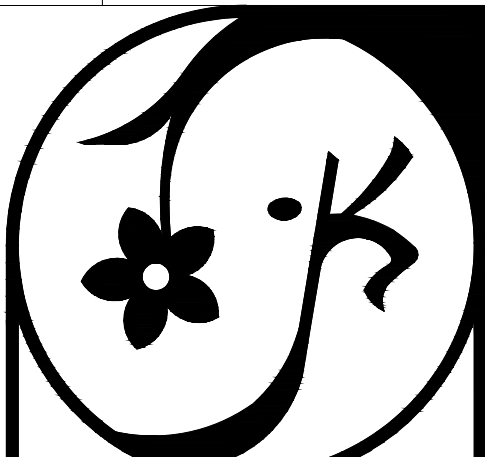
- ① REMOVE EX. LANDSCAPE (SOD & SOIL) AS REQUIRED AND CONSTRUCT NEW 5' WIDE 'CEMENT CONCRETE WALKWAY' PER CITY STD. DETAIL F-102. INSTALL CONCRETE CONTRACTION JOINTS 2.5' O.C.E.W.
 - ② REMOVE EX. CONCRETE WALK & CONSTRUCT NEW 5' WIDE 'CEMENT CONCRETE WALKWAY' PER CITY STD. DETAIL F-102. CURB TO REMAIN. INSTALL CONCRETE CONTRACTION JOINTS IN 2.5' x 2.5' PATTERN.
 - ③ REMOVE EX. CONCRETE SIDEWALK & CURB AND CONSTRUCT NEW 'CEMENT CONCRETE INTEGRAL CONCRETE CURB & SIDEWALK' PER CITY STD. DETAIL F-102A.
 - ④ REMOVE EX. CONCRETE WALKWAY & CONSTRUCT 'CONCRETE SIDEWALK REPAIR' PER CITY STD. DETAIL F-102C.
 - ⑤ REMOVE EX. CONCRETE WALKWAY / LANDSCAPE & CONSTRUCT 'CONCRETE SIDEWALK REPAIR' PER CITY STD. DETAIL F-102D.
 - ⑥ REMOVE EX. CURB & CONSTRUCT NEW 'CEMENT CONCRETE CURB' PER CITY STD. DETAIL F-106.
 - ⑦ REMOVE EX. SIDEWALK & CURB AND CONSTRUCT 'CURB RAMP - TYPE 3' PER CITY STD. DETAIL F-105C.
 - ⑧ REMOVE EX. SIDEWALK & CURB AND CONSTRUCT 'CURB RAMP - TYPE 1' PER CITY STD. DETAIL F-105.
 - ⑨ REMOVE EX. SIDEWALK AND INSTALL 4" DEPTH TYPE 'A' TOPSOIL & TURF SOD.
 - ⑩ ADJUST EX. VALVEBOX & ADD STANDPIPE AS REQ'D TO BE FLUSH WITH FINISH WALKWAY SURFACE.
 - ⑪ EX. PARK SIGN. REMOVE & RELOCATE PER DIRECTION OF LANDSCAPE ARCHITECT.
 - ⑫ GRADING & REPAIR AREA - GRUB, IMPORT FILL & REPAIR LANDSCAPE AND IRRIGATION PER 'GRADING AND REPAIR NOTES'
 - ⑬ REMOVE EX. STUMP & ROOT WAD AND ALL STRUCTURAL ROOTS 1" IN DIAMETER OR LARGER. IMPORT FILL & COMPACT PER GRADING AND REPAIR NOTES. TREE TRUNK & CANOPY REMOVAL BY OTHERS PRIOR TO START OF WORK.
- LIMIT DAMAGE TO ADJACENT ROCK WALL. ANY DAMAGE TO ROCK WALL AS A RESULT OF STUMP / ROOT WAD REMOVAL SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR.

LAYOUT & BASEMAP NOTES

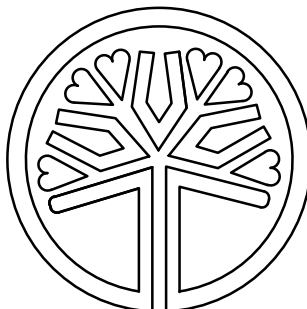
- 1. POINT OF BEGINNING 1 (POB 1) IS LOCATED AT THE FACE OF CURB AT THE END OF THE EXISTING WALKWAY ON S. LINCOLN DR., APPROXIMATELY 80LF SOUTH OF W. MELINDA LN.
- 2. POINT OF BEGINNING 2 (POB 2) IS LOCATED AT THE FACE OF CURB AT THE CORNER OF THE PARKING AREA ACROSS FROM THE 3200 BLOCK OF S. LINCOLN DR., APPROXIMATELY 50 LF NORTH OF W. MELINDA LN.
- 3. POINT OF BEGINNING 3 (POB 3) IS LOCATED AT THE FACE OF CURB AT THE SOUTH END OF THE PARKING STALLS ON S. POST ST. APPROXIMATELY 185 LF SOUTH OF W. 30TH AVE.
- 4. FACE OF EXISTING CURBS ALONG THE EAST SIDE OF POST ST. & LINCOLN DR. SHALL SERVE AS STATION LINES.
- 5. SITE FEATURE LOCATIONS AND TOPOGRAPHIC DATA ARE NOT DERIVED FROM AN ENGINEERED SURVEY.
 - 5.1. LOCATIONS OF ALL SITE FEATURES (CURBS, WALKS, UTILITIES, PROPERTY LINES, FENCES, WALLS, CONTOURS, TREES, ETC.) WERE EXTRAPOLATED FROM G.I.S. DATA AND AERIAL PHOTOGRAPH. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE CITY OF SPOKANE CANNOT ENSURE ACCURACY.
 - 5.2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING & PROPOSED SITE FEATURES PRIOR TO CONSTRUCTION, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR APPARENT CONFLICTS WITHIN 24 HOURS OF DISCOVERY.
- 6. THE CONTRACTOR SHALL STAKE THE CENTERLINE OF ALL PROPOSED PATHWAYS & WALK REPAIR LOCATIONS FOR INSPECTION & APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CLEARING & GRUBBING OR PLACEMENT OF IMPROVEMENTS. THE LANDSCAPE ARCHITECT MAY ALTER THE WALKWAY ALIGNMENT IN THE FIELD PRIOR TO AND DURING CONSTRUCTION.



WALKWAY LAYOUT (FACE OF CURB TO CENTER WALK)			
STATION # (FEET)	DISTANCE TO CENTER WALK (FEET)	ARC SEGMENT	ARC RADIUS
STA 0 +58	11'-6"	END ARC	-
STA 0 +69	12'-0"	ARC MIDPOINT	100'
STA 0 +80	13'-6"	END ARC	-
STA 1 +16	22'-0"	END ARC	-
STA 1 +27	23'-0"	ARC MIDPOINT	50'
STA 1 +38	21'-6"	END ARC	-
STA 1 +48	20'-0"	END ARC	-
STA 0 +00	7'-6"	ARC MIDPOINT	35'
STA 0 +07	15'-0"	END ARC	-
STA 0 +22	34'-0"	END ARC	-
STA 1 +20	98'-0"	ARC MIDPOINT	150'
STA 2 +27	79'-0"	END ARC	-
STA 2 +52	65'-6"	END ARC	-
STA 2 +72	58'-0"	ARC MIDPOINT	200'
STA 2 +93	54'-0"	END ARC	-
STA 3 +41	72'-6"	END ARC	-
STA 4 +61	95'-0"	ARC MIDPOINT	100'
STA 5 +38	103'-0"	END ARC	-
STA 5 +47	105'-0"	END ARC	-
RESTROOM	13'-6"	ARC MIDPOINT	175'
STA 0 +40	85'-0"	END ARC	-
STA 0 +61	80'-0"	END ARC	-
STA 0 +87	74'-0"	ARC MIDPOINT	200'
STA 1 +13	72'-0"	END ARC	-
STA 1 +46	71'-6"	END ARC	-
STA 1 +61	71'-0"	ARC MIDPOINT	200'
STA 1 +76	69'-0"	END ARC	-
STA 2 +13	45'-6"	END ARC	-
STA 2 +36	14'-0"	ARC MIDPOINT	200'
STA 2 +60	15'-6"	END ARC	-
STA 2 +85	19'-0"	END ARC	-
STA 2 +98	59'-0"	ARC MIDPOINT	130'
STA 3 +10	57'-0"	END ARC	-
STA 3 +27	0'-0"	CL RAMP	-
STA 3 +29	54'-0"	END ARC	-
STA 3 +47	53'-6"	ARC MIDPOINT	75'
STA 3 +60	58'-0"	END ARC	-
STA 3 +82	70'-0"	END ARC	-
STA 4 +34	76'-6"	ARC MIDPOINT	75'
STA 4 +81	41'-6"	END ARC	-



CITY OF
SPOKANE
PARKS
&
RECREATION



NICHOLAS A. HAMAD
LICENSE NO. 1383
EXPIRES ON 2.17.2017

2016 WALKWAYS

801 W. 29TH AVE. SPOKANE, WA 99203

COMSTOCK PARK

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

DATE: 2016.10.26

DRAWN BY: NAH

CHECKED BY: GJ

PROJECT NO: 16-42

REVISION

1 3
2 4

SHEET 02 OF 08

L1.02

COMSTOCK PARK



11.30.2016

2016 PARK WALK INSTALLATION & REPAIR (SW43-16)								
CONTRACTOR	SCHEDULE 1 (Base bid)	SCHEDULE 2 (Summit blvd)	SCHEDULE 3 (James J. Hill)	SCHEDULE 4 (Webster Park)	SCHEDULE 5 (Cliff Park)	TOTAL BID		
Bacon Concrete, Inc.	\$ 144,212.00	\$ 5,335.00	\$ 1,485.00	\$ 14,836.00	\$ 25,430.00	\$	\$	191,298.00
Cameron-Reilly, LLC.	\$ 183,050.35	\$ 5,100.00	\$ 2,535.00	\$ 16,105.00	\$ 22,780.00	\$	\$	229,570.35
Wm. Winkler Company	\$ 210,000.00	\$ 6,000.00	\$ 1,500.00	\$ 10,000.00	\$ 20,000.00	\$	\$	247,500.00
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$	-
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$	-

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NUMBER: SW43-16

PROJECT NAME: 2016 Park Walk Installation & Repair

The undersigned Firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price (use attached bid schedules to calculate total schedule prices for below items):

Total Schedule 1: Base Bid (Audubon & Comstock Park)	\$ 144302.00
Total Schedule 2: Summit Boulevard	\$ 5335.00
Total Schedule 3: James J. Hill Park	\$ 1485.00
Total Schedule 4: Webster Park	\$ 14836.00
Total Schedule 5: Cliff Park	\$ 25430.00

The Firm acknowledges receipt of addendum number 1 and agrees that its requirements have been included in this bid.

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

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. BAONCI072L9

U.B.I. Number 601 398 658

Washington Employment Security Department Number 760-832005

Washington Excise Tax Registration Number 91-1579202

City of Spokane Business License Number T12011451 BUS

BY SUBMITTING THEIR BID, FIRM CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST

COMPLETION TIME. All work under the contract shall be started after the date of notice to proceed. Work once started shall be completed by June 30, 2017.

LIQUIDATED DAMAGES. As defined in WSDOT Standard Specifications part 1-08.9.

FIRM NAME: Bacon Concrete Inc

SIGNATURE: [Signature] TITLE: President

EMAIL: greg@baconconcrete.com PHONE: 509-924-3900

ADDRESS: N 16510 Brown Ln. Spokane WA 99208

BID DEPOSIT

Herewith find the Bid deposit in the form of cash, cashier's check or certified check in the amount of \$ _____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, Bacon Concrete, Inc. as Principal,

and The Cincinnati Insurance Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the Francis Street Pavement Repairs according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

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.

SIGNED AND SEALED on November 28, 2016

Bacon Concrete, Inc.

AS PRINCIPAL

By: [Signature]

Title: President

A valid POWER OF ATTORNEY must accompany this bond.

The Cincinnati Insurance Company

AS SURETY

By: [Signature]

Patrick McNamara

Attorney in Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Zac Wheat; Tena M. Wheat; Derek M. Collett; Kathy M. Whipple; Stacy Breithaupt;
Patrick McNamara; Shellie Duncan; Brendon Nepon and/or Alia Bakke

of Spokane, Washington its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Janta

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 28th day of November 2016



Scott R. Bolen

Assistant Secretary

BID ITEMS / BASE BID

Schedule	Description	Tax Classification
1	- BASE BID Audubon Park & Comstock Park	- See Rule 171 in specs

Project Number: SW43-16

2016 Park Walk Installation & Repair

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
101	1 EST	REIMBURSEMENT FOR THIRD PARTY DAMAGE (Per Estimated)	\$ 1.00	\$ 1.00
102	1 LS	CLEARING & GRUBBING - AUDUBON PARK (Per Lump Sum)	* * * * *	\$ 7000.00
103	1 LS	CLEARING & GRUBBING - COMSTOCK PARK (Per Lump Sum)	* * * * *	\$ 7000.00
104	65 LF	REMOVE EXISTING CURB (Per Lineal Foot)	\$ 15.00	\$ 975.00
105	45 SY	REMOVE CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 18.00	\$ 900.00
106	2 EA	REMOVE TREE STUMP (Per Each)	\$ 500.00	\$ 1000.00
107	2 EA	SAWCUTTING CURB (Per Each)	\$ 40.00	\$ 80.00
108	40 LFI	SAWCUTTING RIGID PAVEMENT (Per Lineal Foot-Inch)	\$ 3.00	\$ 120.00
109	105 CY	LANDSCAPE AREA EXCAVATION INC'L HAUL (Per Cubic Yard)	\$ 31.00	\$ 3255.00
110	50 CY	GRAVEL BORROW INCLUDING HAUL (Per Cubic Yard)	\$ 60.00	\$ 3000.00
111	20 CY	CONTROLLED DENSITY FILL (Per Cubic Yard)	\$ 140.00	\$ 280.00
112	130 CY	CSTC FOR SIDEWALK AND DRIVEWAYS (Per Cubic Yard)	\$ 60.00	\$ 6240.00
113	100 LF	4 IN. PVC IRRIGATION SLEEVE (Per Lineal Foot)	\$ 6.50	\$ 650.00

Schedule	Description	Tax Classification
1	- BASE BID Audubon Park & Comstock Park	- See Rule 171 in specs
Project Number: SW43-16		2016 Park Walk Installation & Repair
114	1 EA REMOVE PARK ENTRANCE SIGN & SALVAGE TO OWNER (Per Each)	\$ 200.00 \$ 200.00
115	1 LS REMOVE AND REPLACE EXISTING SPRINKLER HEADS & LINES - AUDUBON PARK (Per Lump Sum)	* * * * * \$ 2400.00
116	1 LS REMOVE AND REPLACE EXISTING SPRINKLER HEADS & LINES - COMSTOCK PARK (Per Lump Sum)	* * * * * \$ 2400.00
117	1581 SY CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 40.00 \$ 63240.00
118	116 SY REINFORCED CEMENT CONCRETE SIDEWALK - 6 IN. THICK (Per Square Yard)	\$ 58.50 \$ 6786.00
119	8 SF RAMP DETECTABLE WARNING (Per Square Feet)	\$ 25.00 \$ 200.00
120	2045 SY TOPSOIL TYPE A, 4 INCH THICK (Per Square Yard)	\$ 8.00 \$ 16360.00
121	2045 SY HYDROSEEDING (Per Square Yard)	\$ 3.00 \$ 6135.00
122	1 SF MOBILIZATION (Per Lump Sum)	* * * * * \$ 12000.00
Total Schedule 1 Bid:		\$ 144302.00

BID ITEMS / SUMMIT BOULEVARD

Schedule	Description	Tax Classification
2	- Summit Boulevard Repair	- See Rule 171 in specs

Project Number: SW43-16

2016 Park Walk Installation & Repair

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
201	64 LF	REMOVE EXISTING CURB (Per Lineal Foot)	\$ 15.00	\$ 960.00
202	33 SY	REMOVE CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 18.00	\$ 594.00
203	4 EA	SAWCUTTING CURB (Per Each)	\$ 40.00	\$ 160.00
204	4 CY	CSTC FOR SIDEWALK AND DRIVEWAYS (Per Cubic Yard)	\$ 60.00	\$ 240.00
205	45 LF	CEMENT CONCRETE INTEGRAL CURB & SIDEWALK, 5FT WIDE. (Per Square Yard)	\$ 65.00	\$ 2925.00
206	19 LF	CEMENT CONCRETE CURB (Per Lineal Foot)	\$ 24.00	\$ 456.00
Total Schedule 2 Bid:				\$ 5335.00

BID ITEMS / JAMES J. HILL PARK

Schedule	Description	Tax Classification
3	- James J. Hill Park Repair	- See Rule 171 in specs

Project Number: SW43-16

2016 Park Walk Installation & Repair

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
301	13 SY	REMOVE CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 20.00	\$ 260.00
302	20 LFI	SAWCUTTING RIGID PAVEMENT (Per Lineal Foot-Inch)	\$ 5.00	\$ 100.00
303	2 CY	CONTROLLED DENSITY FILL (Per Cubic Yard)	\$ 140.00	\$ 280.00
304	1 CY	CSTC FOR SIDEWALK AND DRIVEWAYS (Per Cubic Yard)	\$ 60.00	\$ 60.00
305	13 SY	CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 45.00	\$ 585.00
306	10 SY	SOD INSTALLATION (Per Square Yard)	\$ 20.00	\$ 200.00
Total Schedule 3 Bid:				\$ 1485.00

BID ITEMS / WEBSTER PARK

Schedule	Description	Tax Classification
4	-Webster Park Repair	- See Rule 171 in specs

Project Number: SW43-16

2016 Park Walk Installation & Repair

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
401	80 LF	REMOVE EXISTING CURB (Per Lineal Foot)	\$ 15.00	\$ 1200.00
402	107 SY	REMOVE CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 18.00	\$ 1926.00
403	8 EA	SAWCUTTING CURB (Per Each)	\$ 40.00	\$ 320.00
404	80 LFI	SAWCUTTING RIGID PAVEMENT (Per Lineal Foot-Inch)	\$ 3.00	\$ 240.00
405	11 CY	CSTC FOR SIDEWALK AND DRIVEWAYS (Per Cubic Yard)	\$ 60.00	\$ 660.00
406	138 SY	CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 40.00	\$ 5520.00
407	120 LF	CEMENT CONCRETE CURB (Per Lineal Foot)	\$ 24.00	\$ 2880.00
408	32 SF	RAMP DETECTABLE WARNING (Per Square Feet)	\$ 20.00	\$ 640.00
408	1 LS	SIGNING, PERMANENT - WEBSTER PARK (Per Lump sum)	* * * * *	\$ 650.00
409	40 SY	SOD INSTALLATION (Per Square Yard)	\$ 20.00	\$ 800.00
Total Schedule 4 Bid:				\$ 14836.00

BID ITEMS / CLIFF PARK

Schedule	Description	Tax Classification
5	-Cliff Park Repair	- See Rule 171 in specs

Project Number: SW43-16

2016 Park Walk Installation & Repair

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
501	170 LF	REMOVE EXISTING CURB (Per Lineal Foot)	\$ 20.00	\$ 3400.00
502	212 SY	REMOVE CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 15.00	\$ 3180.00
503	2 EA	SAWCUTTING CURB (Per Each)	\$ 50.00	\$ 100.00
504	120 LFI	SAWCUTTING RIGID PAVEMENT (Per Lineal Foot-Inch)	\$ 3.00	\$ 360.00
505	2 CY	CONTROLLED DENSITY FILL (Per Cubic Yard)	\$ 140.00	\$ 280.00
506	20 CY	CSTC FOR SIDEWALK AND DRIVEWAYS (Per Cubic Yard)	\$ 60.00	\$ 1200.00
507	10 LF	4 IN. PVC IRRIGATION SLEEVE (Per Lineal Foot)	\$ 10.00	\$ 100.00
508	116 SY	CEMENT CONCRETE SIDEWALK (Per Square Yard)	\$ 40.00	\$ 4640.00
509	170 LF	CEMENT CONCRETE INTEGRAL CURB & SIDEWALK, 5FT WIDE. (Per Square Yard)	\$ 65.00	\$ 11050.00
510	56 SY	SOD INSTALLATION (Per Square Yard)	\$ 20.00	\$ 1120.00
Total Schedule 5 Bid:				\$ 25430.00

Scope of Work, Bid Schedule

2016 PARK WALK INSTALLATION & REPAIR

Location(s) of Work

1. Base Bid: Comstock Park & Audubon Park.
2. Alternates: Various Parks as listed below.

Description of Work

This project is consists of the installation new cement concrete park walkways in (2) parks, Audubon Park and Comstock Park, and the removal and replacement of cement concrete walkways in up to (4) additional parks citywide. Work includes clearing and grubbing of existing landscape area, removal of up to 410 sy of cement concrete sidewalk, approximately 105 cubic yards of subgrade excavation, placement and compaction of up to 170 cy of cstc, installation of up to 1960 sy of cement concrete sidewalk, up to 215 lf of cement integral curb and sidewalk – 5ft wide, up to 24 cy of controlled density fill, landscape and irrigation repair, and other related miscellaneous items.

The total project budget is \$210,000.00 including tax. The project intends to conduct as much work as possible until the construction budget is exhausted.

It is anticipated the proposed work will be performed in the following sequence, with the entirety of the work scheduled for 'item 1' (listed below) to be completed prior to mobilization to work 'item 2', and so on. Items 1 & 2 constitute the base bid, while 'items 3 through 6' are considered additive alternates.

1. Install new walkway improvements at Audubon Park.
2. Install new walkway improvements at Comstock Park.
3. Remove and replace walkway at Summit Boulevard (*funding dependent*).
4. Remove and replace walkway at James J. Hill Park (*funding dependent*).
5. Remove and replace walkway and install curb ramps at Webster Park (*funding dependent*).
6. Remove and replace walkway at Cliff Park (*funding dependent*).

Bid Evaluation

Project award will be to the lowest responsive bid for the total of the base bid & alternates. Depending on bids received, the City may select to proceed with the base bid either alone or in combination with 1 or more alternates. Alternates will be added to the scope in the order listed above.

Time Frame for Work: This work must occur prior to the end of June, 2017.

Bid Item Descriptions

“Mobilization”, lump sum; shall be full payment for qualifying expenses only, as defined in Section 1-09.7 and partial payments shall be made in accordance with the requirements therein.

“Clearing and Grubbing – Audubon Park”, lump sum. The unit contract price lump sum for “Clearing and Grubbing” shall be full payment for removal, hauling, and disposal of the organic materials as required to grade and install walkway improvements at Audubon Park.

“Clearing and Grubbing – Comstock Park”, lump sum. The unit contract price per lump sum for “Clearing and Grubbing” shall be full payment for removal, hauling, and disposal of the organic materials as required to grade and install walkway improvements at Comstock Park.

****Costs associated with the removal of shrubs, landscaping & irrigation, for walks at all additional project locations shall be considered incidental to the project and no separate payment will be made.****

“Remove Tree Stump”, per each; shall be full payment for furnishing the tools, labor, equipment, and materials required for the removal, hauling, and disposal of the stump and root mass.

“Remove Park Entrance Sign & Salvage to Owner”, per each; shall be full payment for furnishing the tools, labor, equipment, and materials required for the removal, hauling, and disposal of the stump and root mass.

“Sawcutting Curb”, per each; shall be full payment for furnishing the tools, labor, equipment, and materials including site cleanup and/or restoration of area required to perform the work to sawcut concrete curb or curb and gutter.

“Sawcutting Rigid Pavement”, per linear foot-inch; shall be full payment for furnishing the tools, labor, equipment, and materials including site cleanup and/or restoration of area required to perform the work.

“Remove Existing Curb”, per linear foot; shall be full payment for furnishing tools, labor, equipment, and materials required to perform the work as specified.

“Remove Cement Concrete Sidewalks and Driveways”, per square yard; shall be full payment for furnishing tools, labor, equipment, and materials required to remove & dispose of existing concrete walkways as specified.

“Adjust Existing Manhole” per each; shall be full payment for furnishing the tools, labor, equipment, and materials necessary or incidental to adjust the existing specified structures to grade including, but not limited to; interim adjustments as may be required, excavation, backfilling, compaction, protection of the structures, providing structure frame and cover, providing for continued street drainage, pavement patching (if not covered by other bid items), cleaning structure, surfacing, restoration of adjacent areas in a manner acceptable to the Engineer.

“Landscape Area Excavation Incl. Haul”, per cubic yard. The unit contract price per cubic yard for “Landscape Area Excavation Incl. Haul” shall be full payment for the costs incurred for excavating, loading, hauling, placing and compacting excess subsoil material as required to attain proper walkway grade per plan. The unit contract price includes removing, wasting or stockpiling any excess material at approved, off-site location provided by contractor.

“Gravel Borrow Incl. Haul”, per cubic yard. The unit contract price per cubic yard for “Gravel Borrow Incl. Haul” shall be full payment for the costs incurred for excavating, loading, hauling, placing and compacting the material. The unit contract price includes removing, wasting or stockpiling any material encountered within the borrow site that does not meet the specifications for “Gravel Borrow”.

“Controlled Density Fill”, per cubic yard. The unit contract price per cubic yard for “controlled density fill” shall be full payment for furnishing the tools, labor, equipment, and materials required to perform the work as specified.

“CSTC for Sidewalk and Driveways”, per cubic yard. The Contractor shall furnish, excavate, place, shape, and compact crushed surfacing top course underneath sidewalks, curb ramps, driveways, transitions behind the driveways, and in traffic islands. Crushed surfacing top course shall be placed in accordance with Sections 8-04, 8-06, 8-14, and 8-101 and shall include the extra subgrade excavation and compaction necessary to accommodate the installation of the crushed surfacing to the required compacted depth. The Contractor may substitute concrete in lieu of the crushed surfacing top course, but no additional payment will be made for such substitution.

“Topsoil Type A, 4 Inch Thick”, per square yard; shall be full payment for providing the source of material for topsoil Type A, for pre-excavation weed control, excavating, loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, placing, spreading, processing, cultivating, and compacting topsoil Type A at Audubon Park & Comstock Park.

“Hydroseeding”, per square yard; shall be full payment for furnishing the tools, equipment, labor, and materials necessary to perform the work as specified, and shall include grade preparation and compaction, including initial fertilizing for Audubon Park & Comstock Park.

“Sod Installation”, per square yard. The unit contract price per square yard for “Sod Installation” shall be full payment for the costs necessary for weed control within the seeding or sodding area, to prepare the area, plant or sod the lawn, erect barriers, and establish lawn areas and for furnishing the labor, tools, equipment, and materials necessary to complete the work as specified and shall be paid in the following sequence for healthy, vigorous lawn:

Completion of Lawn Planting	60 percent of individual areas
Mid Lawn Establishment (after 4 weeks successful growth)	85 percent of individual areas
Completion of Lawn Establishment (after 8 weeks successful growth)	10 percent of individual areas

“4 In. PVC Irrigation Sleeve”, per linear foot; shall be full payment for furnishing and installing sleeves of the required length(s) where shown on the Plans or where directed by the Engineer, and shall include furnishing and installing the steel locator spikes, necessary excavation and compaction.

“Remove and Replace Existing Sprinkler Heads and Lines – Audubon Park”, lump sum; shall be full payment for furnishing the tools, labor, equipment, materials, and inspections required to complete the work as specified.

“Remove and Replace Existing Sprinkler Heads and Lines – Comstock Park”, lump sum; shall be full payment for furnishing the tools, labor, equipment, materials, and inspections required to complete the work as specified.

**** Costs associated with Irrigation removal and replacement for all other work locations shall be considered incidental to walk repair & construction.****

“Cement Concrete Curb”, per linear foot, shall be full payment for furnishing the tools, labor, equipment, and materials including excavation below profile grade, fine grading, compaction of the subgrade, as required to perform the work as specified.

****Final trimming and compaction of the excavation area baseline shall be considered incidental to curb or curb and gutter construction.****

“Cement Concrete Sidewalk”, per square yard; shall be full payment for furnishing the tools, labor, equipment, and materials including excavation, fine grading, compaction of the subgrade, as required to perform the work as specified for sidewalk and curb ramp installation.

“Reinforced Cement Concrete Sidewalk – 6 inch thick”, per square yard; shall be full payment for furnishing the tools, labor, equipment, and materials including excavation, fine grading, compaction of the subgrade, as required to perform the work as specified for sidewalk and curb ramp installation.

“Cement Concrete Integral Curb and Sidewalk, 5 Ft. Wide”, per lineal foot, shall be full compensation for furnishing the materials, equipment, and labor necessary to construct the integral curb and sidewalk.

“Ramp Detectable Warning”, per square foot; shall be full payment for furnishing the tools, labor, equipment, and materials required to install detectable warning surfaces in new curb ramps.

“Signing, Permanent – Webster Park”, lump sum; shall be full payment for removing, manufacturing, furnishing and installing the material necessary to complete the work as described, including (but not limited to) signs, posts, foundation, street name assemblies, sign mounting hardware, and backfilling of voids.



City Clerk's No. _____

City of Spokane
Parks and Recreation Department

PUBLIC WORKS CONTRACT

Title: **YOUTH BASEBALL FIELD FENCING AND GATES**

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 **IDAHO FENCE**, whose address is 2430 West Seltice Way, Post Falls, Idaho 83854 as ("Contractor").

WHEREAS, the purpose of this Contract is to hire contractor for the installation of fence, gate and concrete mow strip; and

WHEREAS, the Contractor was selected through a Request for Bids (RFB #SW45-16) issued by the City dated October 3, 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 on December 9, 2016, and will end one hundred and twenty days (120) from the City's Notice To Proceed (NTP), unless amended by written agreement or terminated earlier under the provisions.

2. LIQUIDATED DAMAGES. If work under this Contract is not completed within the time specified or within any agreed upon extension of time, the Contractor shall pay to the City as liquidated damages **FIVE AND NO/100 DOLLARS (\$5.00)** for each and every calendar day work is not completed. It is agreed that this sum is a reasonable forecast of actual damages for failure to complete work within the specified time.

3 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.

4. 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 and RFB entitled **YOUTH BASEBALL FENCING AND GATES**.

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.

5. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SIXTY ONE THOUSAND SIX HUNDRED SEVENTY ONE AND NO/100 DOLLARS, (\$61,671.00)** plus tax 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.

6. PAYMENT. 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.

7. 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 Spokane Police Department, and are incorporated into this Contract by reference, as if they were set forth at length.

8. 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 payment and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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.

17. 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 demonstrat-

ing 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).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

IDAHO FENCE

CITY OF SPOKANE

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 and Performance Bond

16-200

PAYMENT AND PERFORMANCE BOND

We, **Idaho Fence**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SIXTY ONE THOUSAND SIX HUNDRED SEVENTY ONE AND NO/100 DOLLARS, (\$61,671.00)**, 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 **YOUTH BASEBALL FENCING AND GATES**. 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 federal, state and local laws and regulations; and
- C. 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; 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 liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

IDAHO DENCE
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

BID TABULATION

BID NUMBER: SW45-16

BID TITLE: YOUTH BASEBALL FIELD FENCING AND GATES -REBID

DUE DATE: 11/15/2016



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

BIDS RECEIVED FROM:	Northwest Fence Company Spokane Valley, WA	Idaho Fence Post Falls, ID
QUANTITY AND DESCRIPTION	TOTAL PRICE	TOTAL PRICE
YOUTH BASEBALL FIELD FENCING AND GATES PER SCOPE OF WORK	\$71,322.00	\$61,671.00
TOTAL BID:	\$71,322.00	\$61,671.00
BID BOND	N/A	N/A
ADDENDUM	N/A	N/A
CONTRACTOR LICENSE	NORTHFC110CZ	IDAHOFC895KE

The Request for bid was e-mailed to 21 Firms, with 2 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. AWARD OF BID IS MADE BY CITY COUNCIL.

Summary:

Current and Proposed Parking Fees and Charges

<u>CURRENT RATES</u>				<u>PROPOSED RATES</u>		
<u>Parking Lot</u>	<u>Daily Rate</u>	<u>Monthly Rate</u>	<u>Quarterly Rate</u>	<u>Daily Rate</u>	<u>Monthly Rate</u>	<u>Quarterly Rate</u>
1	\$5	\$23.00	\$49.99	\$5	\$35	\$95
2	\$5	\$23.00	\$49.99	\$5	\$35	\$95
3	\$5	\$23.00	\$49.99	\$5	\$35	\$95
5	\$5	\$23.00	\$49.99	\$5	\$35	\$95
6	\$5	N/A	N/A	\$5	N/A	N/A
7	\$5	\$23.00	N/A	\$5	\$50	N/A



RIVERFRONT PARK

PARKING RATE PROPOSAL

QUARTERLY AND DAILY RATES 2017

JUSTIN WORTHINGTON

CURRENT PARKING CLIMATE AND RATES

Through my research of parking lots in the area surrounding the Riverfront Park, I found that our parking rates are drastically lower priced than nearly all of our competition. This is the case even when compared to parking lots that are further away from the park and downtown.

Parking rates have remained nearly the same for several years and have shown growth is possible since rates were increased in 2014. I think that we can continue this growth by raising our rates to close the gap between what we offer and what our competition offers. This will become increasingly important as we shape the public's experience in the redeveloped park.

First it is important to look at what we can offer currently, and how it matches up against comparable lots in and around our area.

General Information By Lot

- Lot # 1 (809 N. Washington) – 77 Stalls
- Lot # 2 (832 N. Howard) – 180 Stalls
- Lot # 3 (426 W. Cataldo) – 57 Stalls
- Lot # 5 (507 W. Cataldo) – 180 Stalls
- Lot # 6 (610 W. Spokane Falls Blvd) – 65 Stalls
- Lot # 7 (517 N. Lincoln) – 120 Stalls

Current Rates

<u>Parking Lot</u>	<u>Daily Rate</u>	<u>Monthly Rate</u>	<u>Quarterly Rate</u>
1	\$5.00	\$20	\$50
2	\$5.00	\$20	\$50
3	\$3.00	\$20	\$50
5	\$5.00	\$20	\$50
6	\$5.00	N/A	N/A
7	\$3.00	\$45	N/A

COMPETITOR RATE ANALYSIS

<u>Address</u>	<u>Name (if applicable)</u>	<u>Monthly Rate</u>	<u>Quarterly Rate</u>	<u>Owner</u>	<u>Type</u>
777 W. Spokane Falls Blvd.	River Park Square	\$150.00	\$450.00	RPS	Garage
511 W. Main	Parkade Lower Level	\$175.00	\$525.00	Parkade	Garage
511 W. Main	Parkade Upper Level	\$130.00	\$390.00	Parkade	Garage
906 W. Main	Library Garage	\$136.00	\$408.00	Diamond Parking	Garage
621 W. Mallon	Flour Mill	\$50.00	\$150.00	Flour Mill	Open Lot
522 W. Cataldo	N/A	\$27.00	\$81.00	Republic Parking	Open Lot
1001 W. Sprague	N/A	\$65.00	\$195.00	Republic Parking	Open Lot
642 N. Lincoln	N. Lot of Anthony's	\$43.00	\$129.00	Diamond Parking	Open Lot
643 N. Lincoln	W. Lot of Anthony's	\$40.00	\$120.00	Diamond Parking	Open Lot
610 N. Monroe	N. of Lot 7	\$40.00	\$120.00	Diamond Parking	Open Lot
905 W. Mallon	N/A	\$46.00	\$138.00	Diamond Parking	Open Lot
411 W. Cataldo	Black Bird Lot	\$37.00	\$111.00	Diamond Parking	Open Lot
235 W. Spokane Falls Blvd.	Convention Center Area	\$129.00	\$387.00	Diamond Parking	Open Lot
315 W. Main	Main & Washington	\$124.00	\$372.00	Diamond Parking	Open Lot
116 N. Washington	N/A	\$124.00	\$372.00	Diamond Parking	Open Lot
7 W. Spokane Falls	Division & Spokane Falls Blvd	\$72.00	\$216.00	Diamond Parking	Open Lot
735 W. Spokane Falls	Spokane Falls Blvd. & Browne	\$129.00	\$387.00	Diamond Parking	Open Lot
Spokane Arena	Lot B (City Ticket)	\$30.00	\$90.00	STA	Open Lot
507 N. Howard	Riverfront Park Lots 1-5	\$20.00	\$50.00	Parks & Recreation	Open Lot
	Average Monthly Cost	\$68.29			
	<u>This excludes garage parking & our rates.</u>				
	Average Quarterly Cost	\$204.86			
	<u>This excludes garage parking & our rates.</u>				
	Average Cost/Day at 60 days	\$3.41	Average of 43% Saved on daily rate		
	*Average flat rate is \$6				

With the redevelopment of the park, it is crucial that we reconsider how we approach parking. The rates should be uniform across the board and then phase into different pricing as the redevelopment changes the landscape.

The design of the new park reduces our total available parking space significantly. By taking a phased approach starting with this increase, we can introduce our customers to paying higher rates. I envision the new park will have higher quarterly and hourly rates that reach a maximum at or above what we currently offer.

When the new park is complete, our parking 'supply' will be decreased, and the cost should go up to what our competitors' charge (\$120) and still be under the average cost. This is intended to dovetail into changing how we approach selling parking, going from a fixed rate to hourly rates.

PROPOSED RATES

I propose that we increase the monthly and quarterly rates to mirror what our competitors are charging, while still maintaining a value driven model that is sustainable through the new park. Also increasing daily rates to \$5 in lots 3 and 7 will simplify our pricing model.

A majority of our competition charges either an hourly rate to a maximum of \$6-\$10, or a fixed rate of \$6 per day. While our current rate is competitive at \$5 a day in most lots, some of our lots charge a mere \$3 a day while the parking lot next door charges \$6, and still fills up. This includes Lot 3 and Lot 7 which is one of our most popular lots. The price difference may drive some to park in our lot instead, but people are paying higher rates even when we are not at capacity and the lots are in the same location.

The overwhelming majority of our parking sales are quarterly permits because of their convenience and low price point for commuters. Lot 7 due to its location and popularity should see a rate increase, but maintain its overall sales model.

Proposed Rate Map

<u>Parking Lot</u>	<u>Daily Rate</u>	<u>Monthly Rate</u>	<u>Quarterly Rate</u>
1	\$5	\$35	\$95
2	\$5	\$35	\$95
3	\$5	\$35	\$95
5	\$5	\$35	\$95
6	\$5	N/A	N/A
7	\$5	\$50	N/A

I believe the \$95 quarterly price is a good balance of value and average competitor pricing. I would like to see this go up as the new park opens and some lots close. I strongly believe redevelopment and some lot closures will drive up the prices surrounding us as the supply decreases and the demand increases. Our rates would keep us under the average, and will divert more customers to us because it is more affordable.

Our competitors' average savings on their daily rate when customers purchase their quarterly permits is 47% at a rate of \$6 per day. At \$95, our customers would be saving 67% off the daily rate of only \$5. The following table shows potential quarterly rates, and savings off the daily rate of \$5.

Rate Options

This table demonstrates quarterly rate options, and customer's saving over a daily rate of \$5.

<u>Quarterly Rate</u>	<u>Days Used</u>	<u>Cost/Day</u>	<u>% of Daily Rate</u>	<u>Savings off daily rate*</u>	<u>Savings of paying daily rate* per quarter</u>	<u>Annual Savings</u>
\$50.00	60	\$0.83	17%	83%	\$250.00	\$1,000.00
\$50.00	90	\$0.56	11%	89%	\$250.00	\$1,000.00
\$95.00	60	\$1.58	32%	67%	\$205.00	\$820.00
\$95.00	90	\$1.06	21%	79%	\$205.00	\$820.00
\$100.00	60	\$1.67	33%	67%	\$200.00	\$800.00
\$100.00	90	\$1.11	22%	78%	\$200.00	\$800.00
\$110.00	60	\$1.83	37%	63%	\$190.00	\$760.00
\$110.00	90	\$1.22	24%	76%	\$190.00	\$760.00
\$120.00	60	\$2.00	40%	60%	\$180.00	\$720.00
\$120.00	90	\$1.33	27%	73%	\$180.00	\$720.00
\$130.00	60	\$2.17	43%	57%	\$170.00	\$680.00
\$130.00	90	\$1.44	29%	71%	\$170.00	\$680.00
\$140.00	60	\$2.33	47%	53%	\$160.00	\$640.00
\$140.00	90	\$1.56	31%	69%	\$160.00	\$640.00
\$150.00	60	\$2.50	50%	50%	\$150.00	\$600.00
\$150.00	90	\$1.67	33%	67%	\$150.00	\$600.00

Rate Impact

This table below demonstrates potential revenue for lots 1 through 5 at what our average quarterly sales are.

<u>Parking Lot</u>	<u>Time to front of Park</u>	<u>Quarterly Rate</u>	<u>Stalls available</u>	<u>Permits Per Lot</u>	<u>% of Stalls for Permits*</u>	<u>Revenue Potential Per Quarter</u>	<u>Annual Revenue Potential</u>
L1	7 Minutes	\$95.00	77	25	32%	\$ 2,375	\$ 9,500
L2	7 Minutes	\$95.00	180	110	61%	\$ 10,450	\$ 41,800
L3*	10 Minutes	\$95.00	57	0	0%	\$ -	\$ -
L5	9 Minutes	\$95.00	150	15	10%	\$ 1,425	\$ 5,700
*Percentages based on 2015 general capacity averages					Total	\$ 14,250	\$ 57,000
						2015 Permit Sales	\$ 48,519.00
						2017 less 2015 Revenue	\$ 8,481

Using the \$95 model, based on our average quarterly sales we could increase revenue by \$8,481 over what we sold in 2015. Even a 20% loss of permits sold per quarter would still net us close to \$1,000 over previous sales. As you can see from the table above there is still room for growth in our lots for more quarterly permits.

MARKETING STRATEGY

While there are not a lot of funds to create a mass marketing campaign, we can use the various methods already in place to accomplish sales goals.

This could be done via:

- Social Media
- Guerilla Marketing
- Reaching Out to Our Neighbors
- Small Signage Updates
- Kiosk Price Changes

By utilizing social media we can push the change to our followers, offer ‘early bird specials’ such as a price lock campaign for the first quarter. Social media has proven itself to be a powerful tool when implemented strategically.

Guerilla marketing tactics can be used to pass out inexpensive update and invitation flyers on vehicles of our existing customers. I have used this method to distribute changes and information several times and it seems to be effective.

We can reach out to and invite our neighbors that don’t offer parking to their employees. Using the beauty of the park and convenience as our drivers to encourage employers to let them know about our lots, we can divert people into the park, and potentially to other revenue outlets such as food and beverage sales. I have spoken with many people that didn’t even know we offer quarterly parking, and often they are astonished that our rates are so low. If we can capitalize on that, they won’t even know our rates are higher than before, yet still lower than what they are paying.

Signs are expensive, but small updates to our existing signs can capture customers that we aren’t present to sell this to.

FINAL THOUGHTS

In conclusion, I think we have a unique opportunity to capture additional revenue in Riverfront Park by increasing daily, monthly, and quarterly parking rates. Our data shows that we are currently at minimum 100% cheaper than nearly all of our competition. With the redevelopment of the park on the horizon, we can enhance this revenue stream, and change to a business model that promotes growth, opportunity, and sustainable adaptability.

Thank you,

Justin Worthington



RIVERFRONT PARK REDEVELOPMENT - SUMMARY

ESTIMATE ANALYSIS

PROJECT DESCRIPTION		MAY 2016 BUDGET	CURRENT / PROPOSED BUDGET	VARIANCE to MAY-16 BUDGET
1	RFP - SOUTH BANK WEST (REC RINK, GONDOLA MEADOW)	\$ 8,209,712	\$ 9,225,768	\$ 1,016,056
2	RFP - SOUTH BANK CENTRAL (LOOFF CAROUSEL)	\$ 8,565,056	\$ 9,978,980	\$ 1,413,924
3	RFP - HOWARD STREET SOUTH CHANNEL BRIDGE (HSBS)	\$ 6,600,465	\$ 7,044,142	\$ 443,677
4A	RFP - NORTH PROMENADE	\$ 5,292,144	\$ 2,602,537	\$ (2,689,607)
4B	RFP - WEST HAVERMALE	\$ -	\$ 4,731,793	\$ 4,731,793
5	RFP - US PAVILION	\$ 23,001,191	\$ 19,480,832	\$ (3,520,359)
6	RFP - CANADA ISLAND	\$ 1,153,168	\$ 10,268	\$ (1,142,900)
7	RFP - NORTH BANK	\$ 6,515,734	\$ 5,683,861	\$ (831,873)
8	RFP - SOUTH BANK EAST	\$ 1,212,948	\$ 49,982	\$ (1,162,966)
SUB-TOTAL		\$ 60,550,418	\$ 58,808,163	\$ (1,742,255)
9	RFP - PROGRAM LEVEL OWNER COSTS	\$ 4,925,168	\$ 7,116,837	\$ 2,191,669
TOTAL		\$ 65,475,586	\$ 65,925,000	\$ 449,414
Additional Budget Information				
OPEN ITEMS:				
- HSB - Mid Channel				

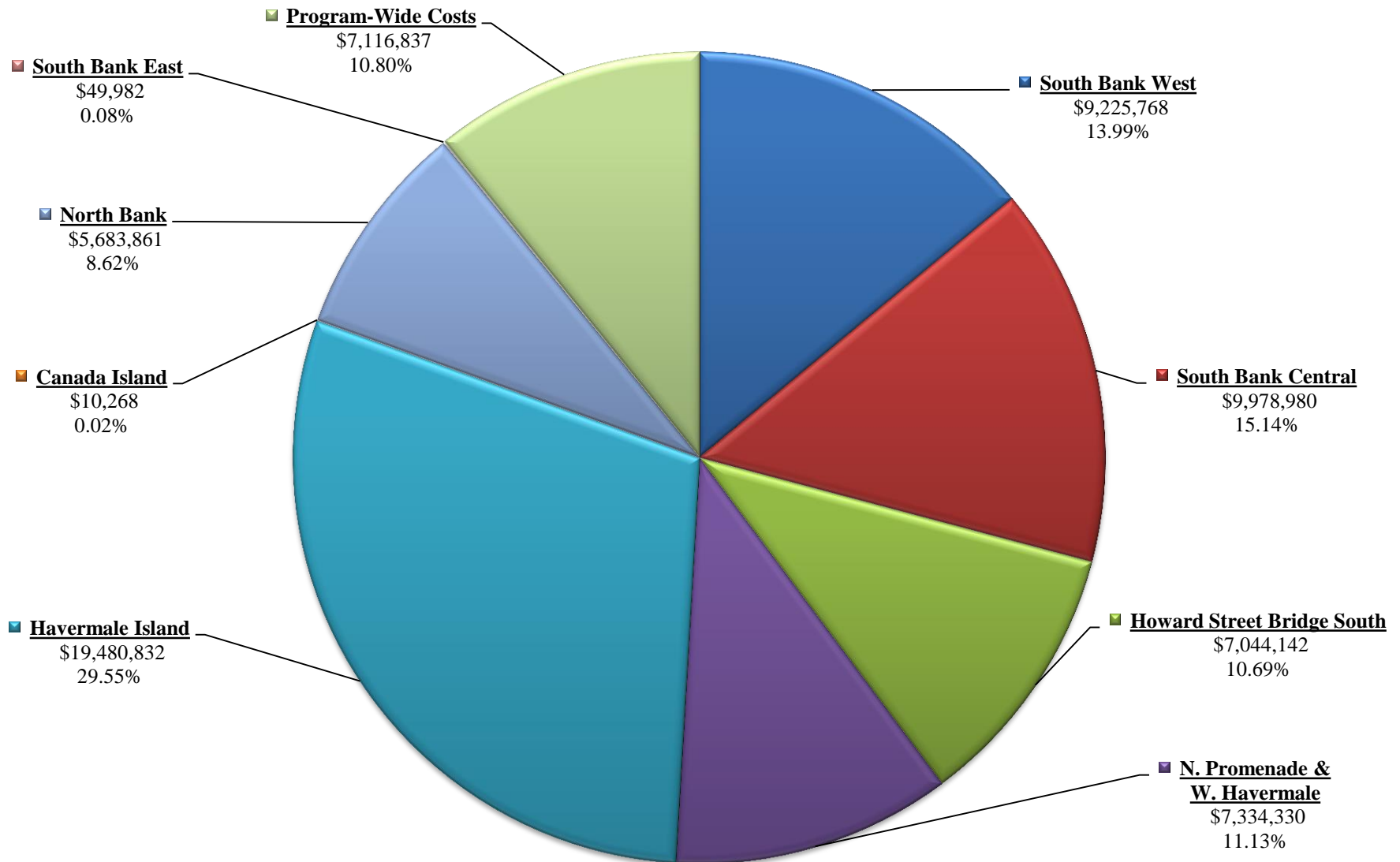
2015 Bond Amount	\$ 64,300,000
Initial Anticipated Bond Interest	\$ 1,500,000
Total	\$ 65,800,000
Start with Baseline Budget	\$ 65,475,586
Difference from Baseline Project to the Bond+Interest Total (65,800,000-65,475,586 = \$324,414)	\$ 324,414
5/12/16 - Additional Projected Bond Interest	\$ 125,000
New Total Bond Budget (May 24,2016)	\$ 65,925,000
Fund 1950 - Park Cumulative Reserve Fund	\$ 241,303
Central Meadow Temp Electric	\$ 55,000
Deadman Install (12k from Capital Budget to RR)	\$ 12,000
Owner Scope - Skyride Relocation of Equipment	\$ 50,000
FF&E (Grant from Prudential, 40k to RR)	\$ 40,000
Water Main Upgrade (10" to 18") MOU w_Uilities to HSBS	\$ 200,000
Water Main Upgrade (10" to 18") MOU w_Uilities Promenades	\$ 600,000
Water Main Upgrades MOU w_Uilities to Looft	\$ 200,000
Budget with Non-Bond Funds	\$ 67,323,303

MAY 2016 BUDGET	% of Overall Budget	CURRENT / PROPOSED BUDGET	% of Overall Budget	Delta to May-16 \$	Delta to May-16 %
\$ 6,947,071	10.61%	\$ 7,853,626	11.67%	\$ 906,555	1.06%
\$ 780,687	1.19%	\$ 852,653	1.27%	\$ 71,966	0.07%
\$ 481,954	0.74%	\$ 621,489	0.92%	\$ 139,535	0.19%
\$ 7,046,912	10.76%	\$ 8,432,718	12.53%	\$ 1,385,806	1.76%
\$ 1,007,496	1.54%	\$ 1,078,000	1.60%	\$ 70,504	0.06%
\$ 510,648	0.78%	\$ 668,262	0.99%	\$ 157,614	0.21%
\$ 5,347,736	8.17%	\$ 5,524,457	8.21%	\$ 176,721	0.04%
\$ 1,085,355	1.66%	\$ 989,811	1.47%	\$ (95,544)	-0.19%
\$ 167,374	0.26%	\$ 729,874	1.08%	\$ 562,500	0.83%
\$ 4,346,804	6.64%	\$ 2,387,471	3.55%	\$ (1,959,333)	-3.09%
\$ 559,160	0.85%	\$ 243,820	0.36%	\$ (315,340)	-0.49%
\$ 386,180	0.59%	\$ 331,246	0.49%	\$ (54,934)	-0.10%
\$ -	0.00%	\$ 3,976,193	5.91%	\$ 3,976,193	5.91%
\$ -	0.00%	\$ 357,621	0.53%	\$ 357,621	0.53%
\$ -	0.00%	\$ 637,978	0.95%	\$ 637,978	0.95%
\$ 18,998,132	29.02%	\$ 16,196,292	24.06%	\$ (2,801,840)	-4.96%
\$ 2,368,002	3.62%	\$ 1,675,208	2.49%	\$ (692,794)	-1.13%
\$ 1,635,057	2.50%	\$ 1,664,331	2.47%	\$ 29,274	-0.03%
\$ 853,131	1.30%	\$ -	0.00%	\$ (853,131)	-1.30%
\$ 190,872	0.29%	\$ 10,000	0.01%	\$ (180,872)	-0.28%
\$ 109,165	0.17%	\$ 268	0.00%	\$ (108,897)	-0.17%
\$ 5,359,768	8.19%	\$ 4,951,979	7.36%	\$ (407,789)	-0.83%
\$ 763,018	1.17%	\$ 553,320	0.82%	\$ (209,698)	-0.34%
\$ 392,948	0.60%	\$ 419,866	0.62%	\$ 26,918	0.02%
\$ 964,834	1.47%	\$ -	0.00%	\$ (964,834)	-1.47%
\$ 167,390	0.26%	\$ 49,635	0.07%	\$ (117,755)	-0.18%
\$ 80,724	0.12%	\$ 347	0.00%	\$ (80,377)	-0.12%
\$ 1,204,007	1.84%	\$ 1,503,535	2.23%	\$ 299,528	0.39%
\$ -	0.00%	\$ 873,993	1.30%	\$ 873,993	1.30%
\$ 3,721,161	5.68%	\$ 4,739,309	7.04%	\$ 1,018,148	1.36%
\$ 51,068,395	78.00%	\$ 50,826,271	75.50%	\$ (242,124)	-2.50%
\$ 6,921,980	10.57%	\$ 6,684,061	9.93%	\$ (237,919)	-0.64%
\$ 7,485,211	11.43%	\$ 9,812,970	14.58%	\$ 2,327,759	3.14%
\$ 65,475,586	100.00%	\$ 67,323,302	100.00%	\$ 1,847,716	0.00%

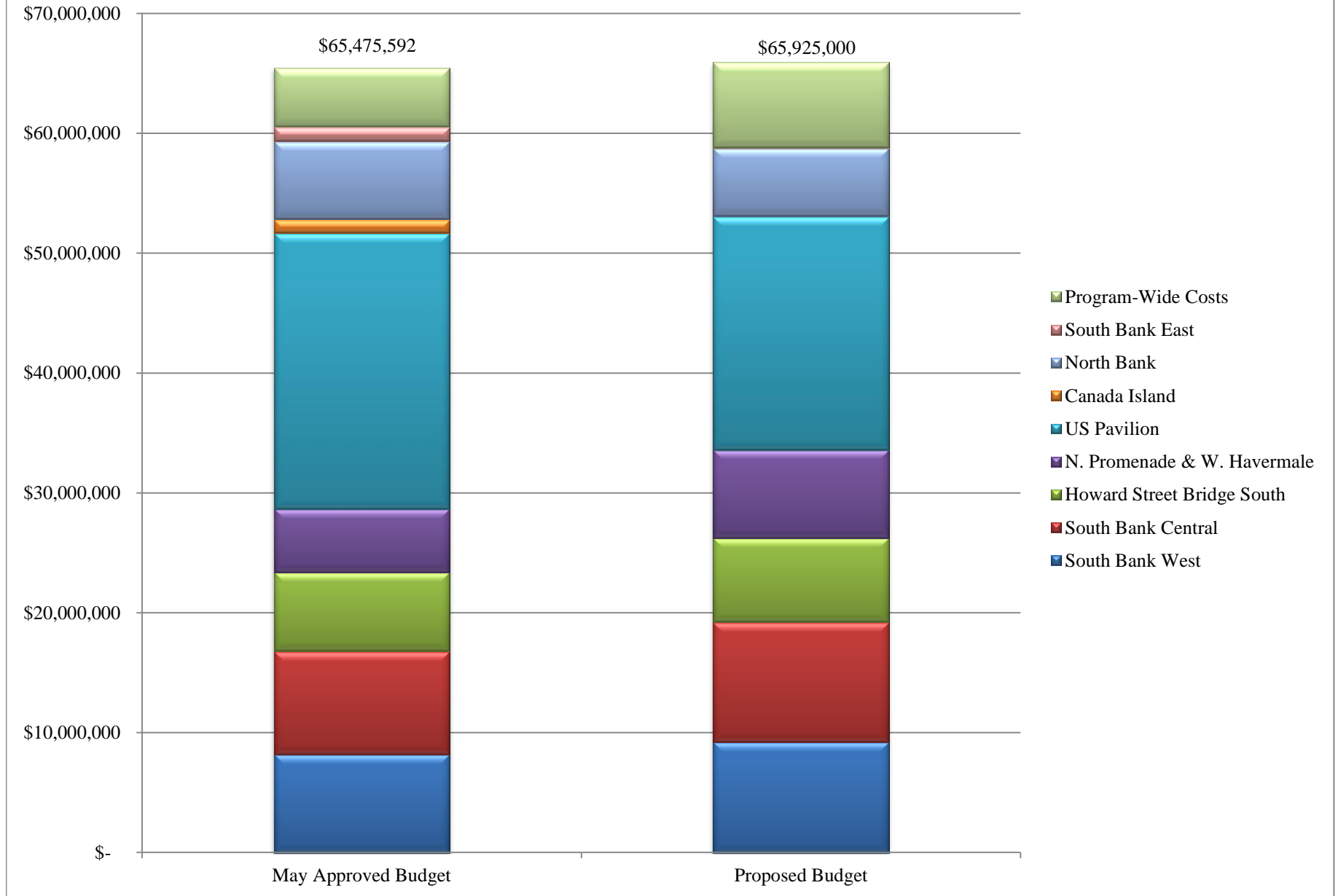
*Construction Includes Sales Tax

**Other includes Professional Svcs, FF&E & Other Project Development Costs

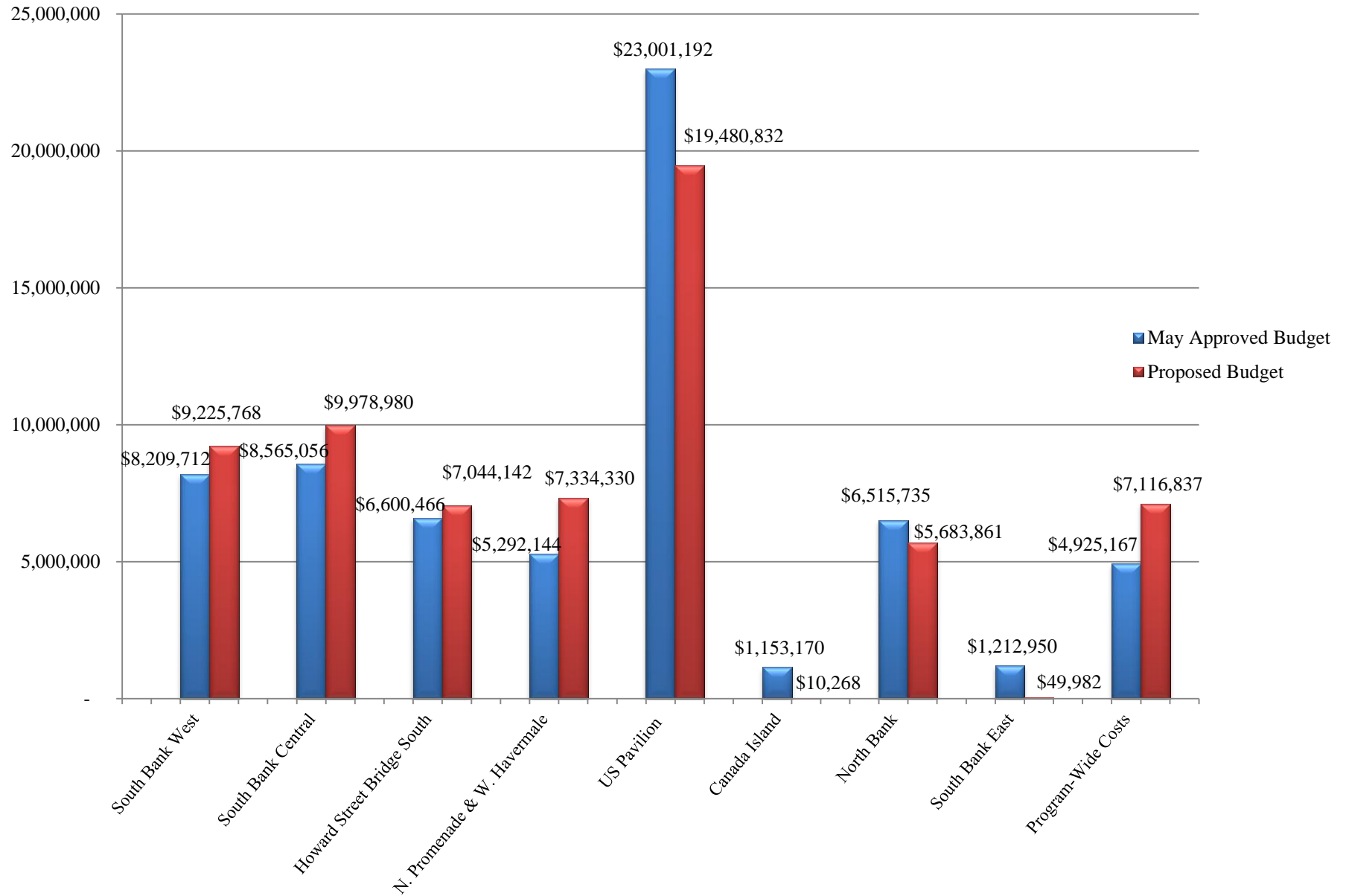
Proposed Bond Budget by Project



Total Bond May Approved Budget vs. Total Bond Proposed Budget



May Approved Bond Budget and Proposed Budget Comparison by Project



RIVERFRONT PARK REDEVELOPMENT PROJECT
Design and Construction Documentation for Major Public Spaces
Berger Partnership
December 6, 2016

This is a new contract for design and documentation, with prior contracts having addressed Task 1 and Task 2 scopes of work on the contract for Design of the Public Spaces and Parks Grounds. For the purposes of this continued contract work, tasks in this new contract will start at Task 3.

SCOPE OF WORK OVERVIEW

The scope of this contract includes a full set of design and management services required for successful execution and completion of the defined project below. Services to include the design of exterior spaces outlined in the Scope of Work up to the building footprints of all existing and proposed buildings within the park.

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

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of FOUR HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED AND 0/100 DOLLARS (\$435,100.00).

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.

DEFINITIONS AND GENERAL ASSUMPTIONS:

Berger PMT - Berger Partnership's internal project management team that oversees the Scope of Work defined in this contract; includes Consultant entities.

City PMT - City's project management team consisting of members and organizations as designated by the City.

Program Manager – Internal City staff hired to manage City PMT and all communication between Park Board, City Staff, City PMT and citizen oversight process.

Scope of Work - An accurate, detailed concise description of the work defined in DETAILED SCOPE OF WORK of this contract to be performed by the Berger PMT.

Drawings - The annotated illustrative component of construction documents.

Specifications - Written requirements pertaining to building materials, equipment, and construction systems that outline the standards to be met in the construction of a project.

Definitions of Phases of Design Documentation:

1. **60% Plans and Specs:** The 60% Plans phase will be initiated once all comments and approvals of the 30% Plan Package are provided in a consolidated, single documentation format through the City PMT. The 60% includes all sheets/plans from 30% Plan with the addition of increased detail and written, separately bound specifications (developed per CSI standards) for all scoped areas.

The 60% Plan review is the final opportunity for overall design feedback into major systems developed in each project phase identified below. Review of the 60% Plans includes Electrical, Utility, Irrigation, and Maintenance by the City of Spokane to allow for the engineering of these systems to continue forward at 90%. All coordination of these comments will be provided by the City to the Berger PMT team prior to the start of 90% PS&E documents.

Parks/Stakeholder review of the 60% package is to focus on reconciling project cost estimates with budget and a honing of constructability and material issues; major redesign (revised geometries and addition of new design elements) is not part of the 60% review, having been provided and approved at 30% Plans.

a. 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.

b. Architectural Design

- i. Design will be provided in the form of an advisory role on vertical elements and the buildings for the park sites determined at the 30% plan level.

c. Civil:

- 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, sanitary sewer, stormwater drainage, and potential service tie-ins. Preliminary plans and design narrative to include potable water, sanitary sewer, and natural gas infrastructure. Utility sheets will show key elevations in plan view (profiles will not be produced). Pressure systems for sanitary or storm sewers are not anticipated, so their design is not included as part of this scope.
- iii. Grading Plans: Preliminary grading including approximate contours, critical slopes, drainage basins, and cut/fill calculations as required

for permit needs will be developed into 60% grading and elevation documentation for construction. Grading plans will display ADA compliance for pavements, trails, and access routes to facilities within the park. Approximate excavation quantities will be estimated using Civil 3D software.

d. **60% Cost Estimation:**

- i. Berger PMT team to provide per-square-foot costs and allowances for design elements in 60% Design.

e. **Structural Design:**

Structural design is limited to site elements only, unless otherwise noted in detailed tasks below. Landform and major grading efforts will have structural input provided based on City of Spokane Geotechnical reports on existing soils in the park. Structural review of landscape elements in plan, specifications, and estimates are included in the base project scope.

Major structural elements are included under separate design tasks for approvals in this proposal.

f. **Electrical:**

- i. Develop full Electrical Construction Documents for Site Features and incorporation of Overall Park Electrical Guideline infrastructure per project site.

2. **90% Plans and Specs:** The 90% Plans are developed based on final approval from City of Spokane on 60% Plans. Plans will be developed to meet City of Spokane standard 90% Plans, permitting needs, and approval requirements. 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. Owner review comments are to be addressed by consultant in cases where consultant driven changes differ from the 60% plans submitted; including cost elevations above the 60% Cost Estimate as a result of these changes. Changes beyond this to the plans/designs at 90% as a result of additional design review process by the City PMT will be considered an additional service. Cost estimation will be provided updating previous costs to reflect the 90% level of design detail.

3. **Bid Plans (100% PSE), Specifications, and Cost Estimate:** 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.

4. **Bid Assistance and Construction Observation:**

Bid Assistance: Attendance of Berger PMT (landscape and civil) at Pre-bid meeting. City PMT to facilitate and lead meeting, prepare all printed materials for contractor, and document results of meeting. Berger PMT

shall respond to Requests for Information, and provide addenda and conform documentation electronically to clarify or respond appropriately to any formal RFIs during the bid process. Addenda that include additional design elements will be considered an additional service.

Construction Observation: Berger PMT shall provide support for site elements of bid documentation during the construction process. City PMT or selected consultant shall lead the construction administration process and facilitate all meetings, coordination of change orders, submittals, and RFI documentation. Owner-directed changes that result in additional documentation or any revisions to bid documents will be considered an additional service.

Berger PMT shall be responsible for special observations, response to RFIs, and review of submittals, field reports and site-only punch lists during construction as noted per task. Berger PMT team will utilize documentation methodologies of their choosing (Assume PlanGrid electronic documentation). City formatted documentation will be used if available. Additional work (beyond 8 hours total) as a result of City formatted documentation will be considered an additional service.

5. **Environmental Permitting:** Environmental Permitting is to be led by a separate subconsultant and is not part of this scope of work.

DETAILED SCOPE OF WORK

Task 3.0: Howard Street Promenade & Centennial Trail Construction Documentation

Design is based on the 10/08/2016 design milestone to be further developed based on comments provided by the City from the Design Steering Committee (DSC) and Spokane Design Review Board (DRB) presentations. Design will be developed to target the stated site work budget of approximately \$4.15 million Construction Contract Amount (CCA). All submittals are to be completed in conjunction with the North Bank Construction Documentation.

Advanced Design Elements in Base Bid: These items are beyond standard Park Features and are included in the CCA amount below and based on the 30% Plan and Estimate.

North Channel Bridge:

The North Channel Bridge has been assessed by others and deemed to be structurally sound. The current promenade design is limited to a minimal new paving surface and new hand railing separate from the existing balustrade. The design “inside” of cantilevered areas, over the earth-filled arch is proposed to receive new paving treatments as well as limited areas of new planters and associated soil weights. New light poles, foundations, and fixtures will be included. Our structural team will review existing bridge assessments, as well as review structural impacts of proposed improvements to identify potential concerns that may require further structural analysis.

Any other structural needs of site-specific elements identified as an outcome of this high-level structural review are not included in this scope, and would be identified to the City PMT.

Separate Documentation of Promenade: The City has requested the documentation for this Task be developed in two separate drawing packages developed concurrently through 100% Design, bid separately, and implemented on separate timeframes.

Task 3.0a: Package 1: North Howard Street Promenade

Task 3.0b: Package 2: Mid-Howard Street Promenade and Centennial Trail

Sub-Task: (included for each package, delivered and developed together through Bid Administration)

- 60% Design Submittal (Package 1 & 2)
- 90% Design Submittal (Package 1 & 2)
 - Submittal of a design package consistent with the Definitions and General Assumptions
- 100% Design Submittal (Package 1 & 2)
 - Submittal of a design package consistent with the Definitions and General Assumptions
- Bid Administration (**Package 2 only**)
 - Consistent with the Definitions and General Assumptions
- Construction Observation (**Package 2 only**)
 - Consistent with the Definitions and General Assumptions

Deliverables for Task:

- 60%, 90% and 100% PS&E

Meetings for Task:

- (2-3) Progress Review meetings to be scheduled in parallel with North Bank Construction Document submittals
- (1) Pre-bid meeting
- (3) “Special Observations” trips by Berger
- Up to (10) “Special Observation” trips by Spokane-based team members

Project-Specific Assumptions and Exclusions:

- Design work in this scope is limited to work directly related to the Promenade project limits and project budget. Park-wide utility and infrastructure upgrades are not included in the scope.
- No right-of-way improvements, engineering design, documentation, or coordination with City Engineering departments for any right-of-way improvements is included in the scope of work.
- Major structural elements beyond the scope of work provided in the definitions above are not included in this base task and have been included under Task 3 for approvals in this proposal.
- Contract procurement (bidding) is to be managed by the City.
- City PMT to lead construction administration, observation and special inspections with work herein limited to “special observations.”
- Reviews or stakeholder meetings not specifically identified above are not included in this scope.
- North Channel Bridge Structural analysis and engineering beyond site element footings and attachments is not included in this contract.
- Work on the Mid-Channel Bridge (all areas over structure) is not included in this scope of work and will be developed by others via the City Public Works Department.

- The development of these two packages is scoped as a continuous parallel effort with the same review and meeting periods indicated in this scope. Uncoupling of Tasks 3.0a and 3.0b during any part of the documentation will be considered an additional service request beyond this scope of work.

Cost/Fee: \$365,100.00

Breakdown of Fee for Task:

Documentation (Packages 1 & 2)	\$304,000.00
Bid Admin & Construction Observation Package 1	N.I.C
Bid Admin & Construction Observation Package 2	\$61,100.00



Task 3.1: Project Management: An allowance has been established for Project Management tasks during the Task 3 Scope of Work that are not directly associated with project-specific construction scopes. These tasks will include support and coordination with City PMT, and communication with other stakeholders and scopes of work beyond the Major Public Spaces contract. Scope items include (but are not limited to):

- Artist coordination with the selected Riverfront Park Artist.
- Tribal coordination with the Spokane Tribe.
- Stakeholder meetings beyond any specifically noted elsewhere in Berger scopes of work. These may include (but are not limited to) adjacent property owners, other city departments, other public agencies (PFD, STA, etc.), and the Downtown Spokane Partnership.
- Additional review presentations to entities beyond those specifically noted in other scopes of work.
- Public outreach events (including meetings targeted for late January 2017).
- Presentations and community updates for philanthropic engagement.
- Assistance to consultants for the Historic Preservation Plan (HPP) and the Habitat Management Plan (HMP).

Assumptions:

- The allowance below is utilized on an hourly basis for tasks requested by the City PMT.
- All tasks are to be tracked, submitted and reviewed as part of the Out-Of-Scope Log prepared monthly by Berger PMT.
- This allowance has been based on an assumed monthly allowance of \$7,000 for six months (assumed to carry through June 2017). However, as an allowance, actual duration will depend upon tasks completed and hourly rates of staff, as required to complete tasks requested by City PMT.
- In addition to the assumed monthly allowance, a fee of \$8,000 is included in the proposed fee to address outstanding elements on the Out-of-Scope Work Log.

Allowance: \$50,000.00

Reimbursable Allowances

1. **Typical reimbursable:** May include, but not limited to, printing, reprographic expenses, CAD plots, supplies, and materials.
2. **Travel reimbursable:** 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: \$20,000.00

Work Omitted from this Scope Includes:

- Geographic scope of work not expressly defined or illustrated in this proposal
- Work on the Mid-Channel Bridge (all areas over structure) are not included in this scope of work and will be developed by others via the City Public Works Department.
- Work related to the Theme Stream Bridge crossing is not currently included in this contract and will be address with a future contract addressing Havermale Island West.
- Park-wide Design Guidelines (as defined in 5/11/2016 proposal)
- Park-wide Irrigation Master Plan and implementation plan (as defined in 5/11/2016 proposal)
- Wayfinding and identity design (as defined in 5/11/2016 proposal)

November 17, 2016

Via Email
Berry Ellison
City of Spokane

Re: Revised Estimate of Cost of Services for the City of Spokane Park Project

Dear Berry:

You requested a revised estimate of the cost of my services to assist the City of Spokane in developing the procurement and contract for their progressive design-build park project. Please note that what I have provided is an estimate only, and it is reduced in scope from the services I normally provide. Please note the assumptions in the estimate below. I cannot guarantee a maximum cost, as the amount of time I will need to spend is difficult to project. I bill by the hour, and my hourly rate is \$300 per hour.

The City has requested that I provide a reduced budget and scope. The reduced budget noted below is based on a few assumptions regarding the communications with the City. There are some items that are difficult to reduce, such as drafting and negotiating the contract. I can control the amount of time I spend on a task, but I cannot control the amount of time I am in meetings with the City or negotiations with the design-builder. At the City's request, the initial meeting was reduced to a phone call, and I have limited the amount of time for meetings from the City on the other deliverables. I have separated the travel costs from the substantive costs, as many of the meetings can be conducted by phone, and I prefer to be as efficient as possible.

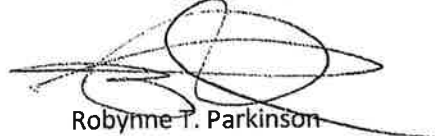
Although I reduced the amount of time devoted to reviewing the SOQ to a phone call, I have continued to include in the estimate a cost for facilitation of the Proposal scoring process. I strongly recommend that owners use "consensus scoring" for all of the elements of the selection. In consensus scoring, the evaluation committee gets together in a face to face meeting to discuss each element of the item to be scored. The committee then arrives at a single score that reflects the group's consensus. With consensus scoring, the committee members receive the benefit of the input and expertise of the other committee members and avoid the problem of a single committee member unfairly influencing the overall decision. Consensus scoring only works well when the owner has an experienced facilitator who can help drive the process. In facilitating these meetings, I not only assist the owner in making sure that the committee has evaluated the proposers fairly, I also develop a scoring summary document that explains the reasoning behind the scores. The scoring summary is an essential element in supporting the committee's decision to stakeholder groups as well as in case of a dispute regarding the basis. Although using me for the consensus scoring is more expensive, my clients benefit from my experience

in facilitating these meetings and in gaining my assistance to make sure that the process is fair and defensible to the public.

Description of Task	Est. Hours	Est. Cost
Prepare for and attend kick off telconf. At the City's request, this meeting was limited in time.	4	1,200
Review Project Review Committee Application and conference with client re: same	4	1,200
Prepare for and attend PRC meeting	4	1,200
Review RFQ (drafted by others); 1 telconf re: same	5	1,500
Review RFP (drafted by others); 1 telconf re: same	5	1,500
Draft contract and general conditions; 2 telconf re: same	15	4,500
Telconf re RFQ Evaluation Committee Meeting	2	600
Prepare for and facilitate RFP Evaluation Committee Meeting	10	3,000
Travel for RFP Evaluation Committee Meeting	n/a	600
Negotiate Contract with Design-Builder; meetings with client re: same	15	4,500
Total		\$19,800.00

Progressive design-build is different from other ways to deliver design-build services. I have extensive experience assisting owners in developing their procurement as well as drafting the contract. I would be pleased to assist the City with this project. Please let me know if you have any questions regarding the above.

Regards,
Thaxton Parkinson, PLLC



Robynne T. Parkinson

Jo-Lynn Brown
Matt Walker

GRANT SUPPORT RESOLUTION

A RESOLUTION declaring support for the City of Spokane's application of three Environmental Protection Agency (EPA) Brownfield Cleanup grants for Riverfront Park.

WHEREAS, the City of Spokane is an eligible applicant for the EPA Brownfield Cleanup grants; and

WHEREAS, the City of Spokane will prepare and submit the three \$200,000 Cleanup applications to the EPA by the December 22, 2017 due date; and

WHEREAS, City of Spokane, if successful in the pursuit of the grants will then manage the resulting contracts with the EPA; and

WHEREAS, City of Spokane, will also manage the contracts and supervise the work of Contractors to conduct the Brownfield Cleanup activities; and

WHEREAS, the EPA Brownfield Cleanup Grants require a twenty-percent cost sharing, match requirement the Park Board will commit to providing the required grant match; and

WHEREAS, the Park Board is also the Riverfront Park Brownfield Redevelopment Opportunity Zone Authority and will provide additional support in public outreach and oversight during the cleanup activities;

NOW, THEREFORE, be it resolved that the Park Board and the Riverfront Park Brownfield Redevelopment Opportunity Zone Authority fully support the City of Spokane's grant pursuit; and

BE IT FURTHER RESOLVED that the Park Board commits to providing the required twenty-percent cost sharing match on each of the three grants.

ADOPTED BY THE PARK BOARD ON: December 8, 2016

Approved as to form:

Assistant City Attorney

Park Board President-Chris Wright

City Clerk

Recreational Rink Skyride Bids and Add Alternates

			1	
Budget- \$6,591,061.00			CNI	
Add		Recommendation	\$ 6,722,000.00	
Program level Env. & Rock contingency	\$ 133,839.00			
FFE(Furniture, fixture & Equip)	\$ 58,500.00			
Skyride Maintenance fund	\$ 10,000.00			
Add Alt options				
1. Kitchen Equipment	All Kitchen equipment provided and installed		\$ 58,500.00	
2. Skyride tower Deadman	Two (2) tower Deadman bracing		\$ 10,000.00	
3. Canopy over the pond	3600 Sq. Ft tension fabric		\$ 688,500.00	
4. Queuing Canopy	Furnish & construct steel structure	Conditional-TBD	\$ 38,200.00	
5. Site benches & waste Rec.	Provide & install benches & Trash Receptacles		\$ 2,900.00	
6. Street lighting	Street lighting on Post & Spokane Falls Blvd.	Conditional-TBD	\$ 120,900.00	
Debris Removal			\$150/Ton	
Trench			\$ 1,000.00	
Other funding sources for:	Deadman Bracing			
	Street Lights			
	Subtotal: W/ Alt 1, 2, & 5		\$ 6,793,400.00	
	Tax		\$ 591,025.80	
	Total with tax		\$ 7,384,425.80	
	Conditional-TBD		\$ 159,100.00	