



Spokane Park Board Agenda

Jan. 20, 2016 – 8:30 a.m.

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

Park Board Members:

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

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:** Dec. 8, 2016, regular Park Board meeting minutes and joint City Council/Park Board study session notes
3. **Additions or Deletions to the Agenda:**
A.
4. **Special Guests:**
A. New City Council liaison introduction – *Chris Wright*
B. Canada Island renaming – Carol Evans, Spokane Tribal Council
C. Don Kardong Bridge – City Councilmember *Lori Kinnear* and *Loreen McFaul*, Friends of the Centennial Trail executive director
5. **Claims:** Claims for the month of December 2016 – *Susan Traver*
6. **Financial Report & Budget Update:** *Mark Buening*
7. **Special Discussion/Action Items:**
A. Loeff Carrousel facility construction bids and recommended alternates – *Ted McGregor*
8. **Committee Reports – Action Items:**
Urban Forestry Tree Committee: Jan. 3, 2017 – *Lauren Pendergraft*
A. No action items

Golf Committee: (The Jan. 10 meeting was cancelled.) – *Nick Sumner*

A. No action items

Land Committee: Jan. 4, 2017 – *Ross Kelley*

A. Shadle Park stage and lighting project/Bacon Concrete (\$83,100, excluding sales tax)

Recreation Committee: (The Jan. 5 meeting was cancelled.) – *Lauren Pendergraft*

A. No action items

Riverfront Park Committee: Jan. 17, 2017 – *Ted McGregor*

A. Value blanket order/Sysco (\$100,000)

B. Rotary Fountain addendum/Berger Partnership (\$75,000 - non bond)

C. West Havermale Island 30% design addendum/Berger Partnership (\$80,000)

D. Pavilion project management and construction management; Loeff Carrousel facility construction management amendment/Hill International (\$163,500)

Finance Committee: Jan. 10, 2017 – *Susan Traver*

A. Language amendment to 2016 Desautel Hege contract

B. Extension of the 2016 Desautel Hege amended contract (\$185,000)

C. 2017 senior and community center contracts (10 contracts total: \$647,773)

Bylaws Committee: *Ross Kelley*

9. **Reports:**

A. Park Board President – *Chris Wright*

B. Liaison Reports:

1. Conservation Futures Liaison

2. Parks Foundation Liaison – *Susan Traver*

3. Council Liaison – *Mike Fagan*

C. Director's Report – *Leroy Eadie*

10. **Executive Session:**

A.

11. **Correspondence:**

A. Emails: Affordable family entertainment

B. Newsletters:

Corbin Senior Activity Center

Hillyard Senior Center

Sinto Senior Activity Center

Southside Senior and Community Center

12. **Public Comments:**

13. **Adjournment:**

14. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. Jan. 31, 2017, Woodland Center, Finch Arboretum

Golf Committee: 8:05 a.m. Feb. 7, 2017, City Hall Conference Room 2B

- Land Committee: 3 p.m. Feb. 1, 2017, City Hall Conference Room 5A
Recreation Committee: 3 p.m. Feb. 2, 2017, Manito Meeting Room, Manito Park
Riverfront Park Committee: 8:05 a.m. Feb. 6, 2017, City Council Briefing Center
Finance Committee: 3 p.m. Feb. 7, 2017, City Hall Conference Room 2B
B. Next Park Board: 1:30 p.m. Feb. 9, 2017, City Council Chambers
C. Next Park Board Study Session: 3:30 p.m. Feb. 9, 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.

Don Kardong Bridge Renovation

Presented by:

Lori Kinnear, Spokane City Council

Diana Dupuis, Riverside State Park Area Manager

Loreen McFaul, Friends of the Centennial Trail Executive
Director

January 20, 2017

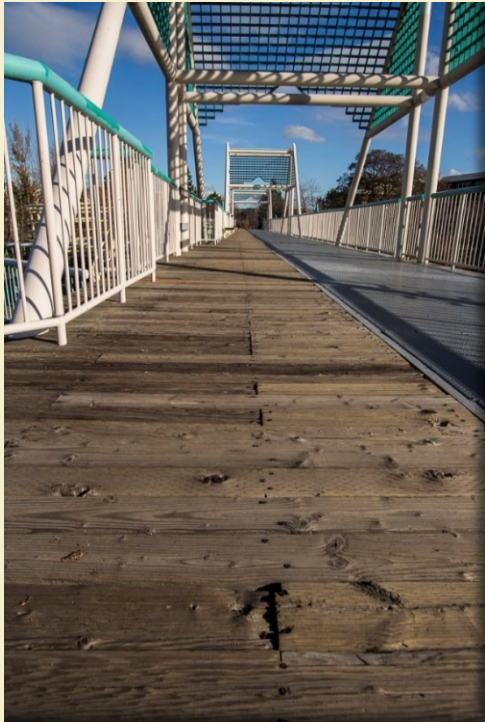


Community Feedback

- *“Some of the deck screws on the bridge are coming up. We couldn't tighten them and since they were a significant hazard we removed them. Four in total but...there's a lot of them.” – Avista employee*
- *“The raised board is at the east side of the bridge. The end is sticking up at least six inches. While visible during the day, it's a hazard at night, even with lights on.” – Gonzaga faculty member*
- *“...It's a vital access point for students and workers at 3 universities, plus many other citizen users.” – Riverpoint resident*

Four Bridge Study Recommendations

- Replace decking above timber ties.
- Remove viewing platform at Pier 4.



Four Bridge Study Recommendations

- Secure bridge railing.
- Repair concrete and bearing seats.



Two Additional Needs

- New Paint



- New Tribute Plaque



Match the Iron Bridge?



\$1.2M Needed for Renovation

1. 2017-18 Fundraising

- Conceptual Design @ \$50,000-\$75,000
- Fundraising for 50% match @ \$600,000
 - Public & Private Grants
 - Private Donations

2. 2018 Project Design

3. 2019 Bridge Renovation

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
DEC 2016 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JAN 12, 2017**

PARKS & RECREATION:

SALARIES & WAGES	\$	625,064.23
MAINTENANCE & OPERATIONS	\$	249,122.11
CAPITAL OUTLAY	\$	296,801.46
PARK CUMULATIVE RESERVE FUND	\$	36,532.08
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	-
COMMUNITY DEV BLOCK GRANTS (CAPITAL)	\$	-
FINCH MEMORIAL ARBORETUM FUND	\$	-

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	352,065.61
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GOLF:

SALARIES & WAGES	\$	68,344.37
MAINTENANCE & OPERATIONS	\$	47,133.25
CAPITAL OUTLAY	\$	12,560.08

TOTAL EXPENDITURES: \$ 1,687,623.19



CITY OF SPOKANE



URBAN FORESTRY

2016 SpoCanopy Project Report

January 20, 2017



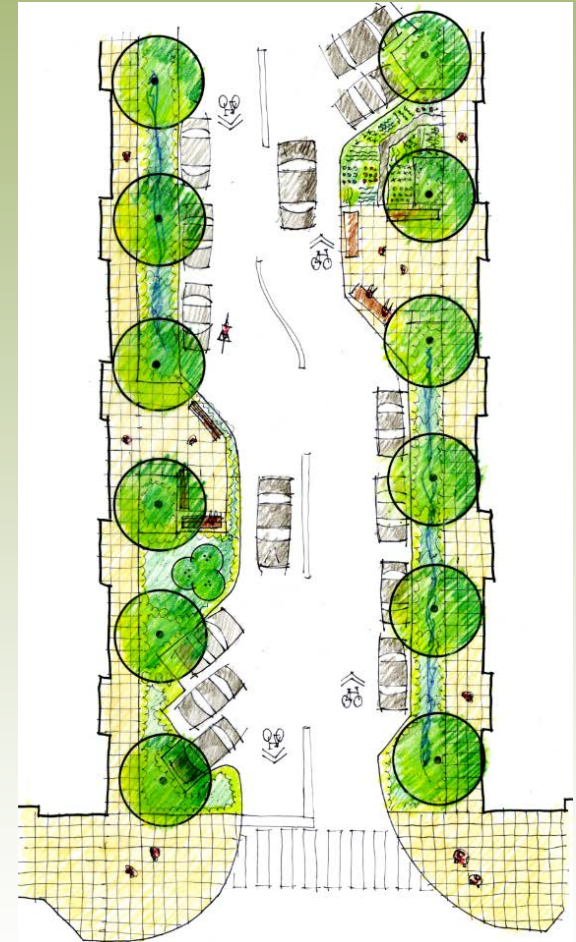
Resolution & Interdepartmental Agreement

March 2015 – Park Board Resolution and Interdepartmental Agreement between Utilities Division and Parks & Recreation

“WHEREAS, the Utilities Division also recognizes the stormwater retention value of the Spokane's public trees and the need to have those trees properly maintained.”

“There has been further recognition of benefits associated with utilizing urban forestry expertise to mitigate stormwater.”

“This sum includes funding for the Urban Forestry Tree Program to provided expertise for plantings in order to maximize stormwater management facilities and low impact development facilities.”



Lens – Filter – Outcome

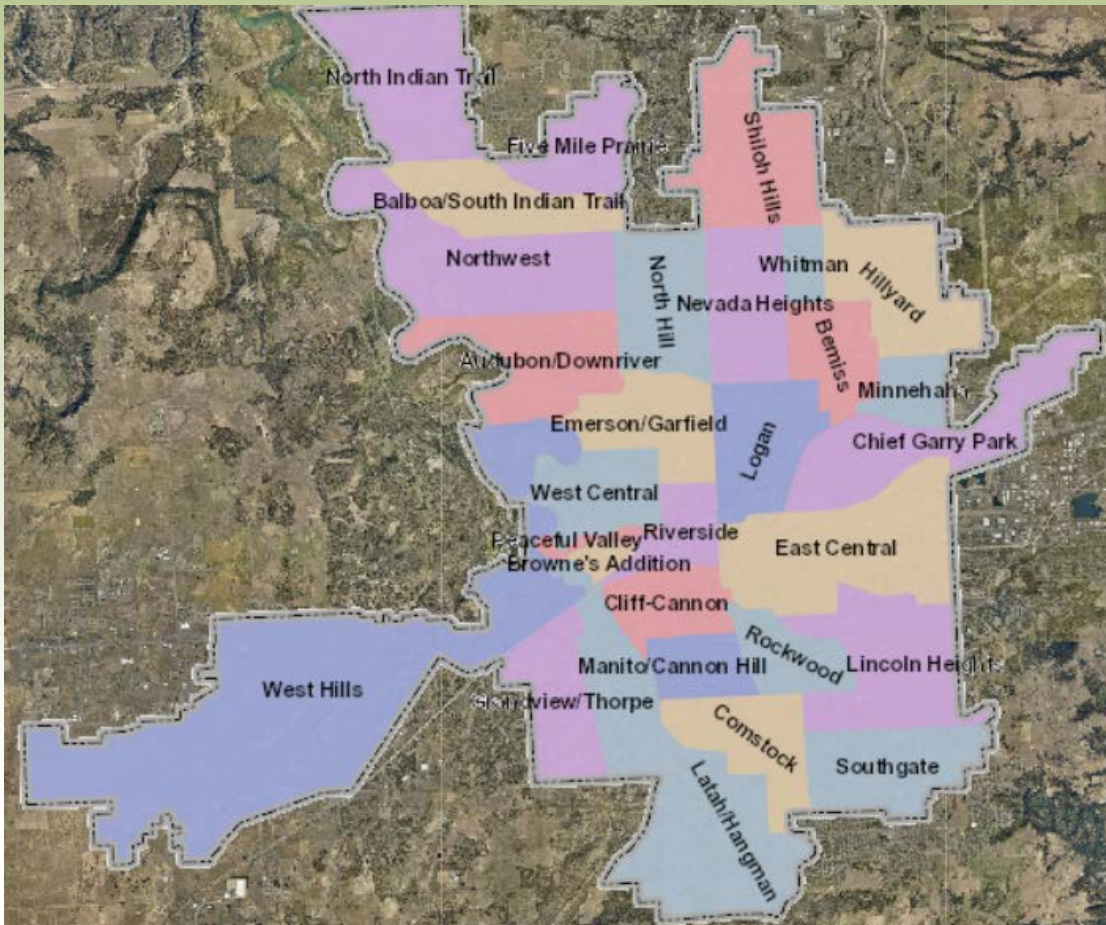
✓ Projects, Policies, and Plans that:

❑ Fill voids and gaps in existing funding & operations

❑ Improve canopy stormwater function & benefit

❑ Go beyond equitable distribution

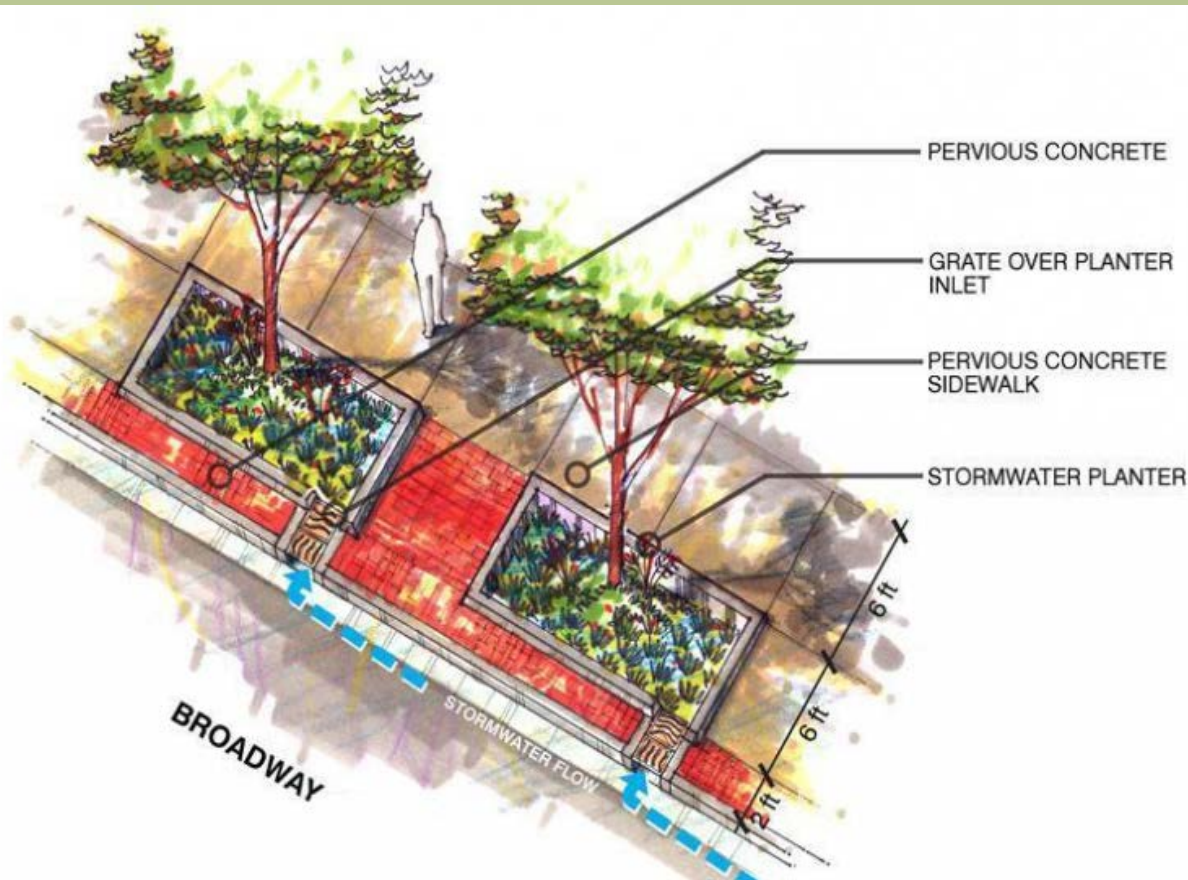
- Throughout 29 Neighborhoods
- Across 3 Council Districts
- Where greater need drives more emphasis and achieves greater impact



Lens – Filter – Outcome

✓ Focusing in on:

- ☐ Parkways and Boulevards
- ☐ Business Districts
- ☐ Residential street trees
- ☐ Stormwater facilities & LID
- ☐ Active and planned City and Parks & Rec projects



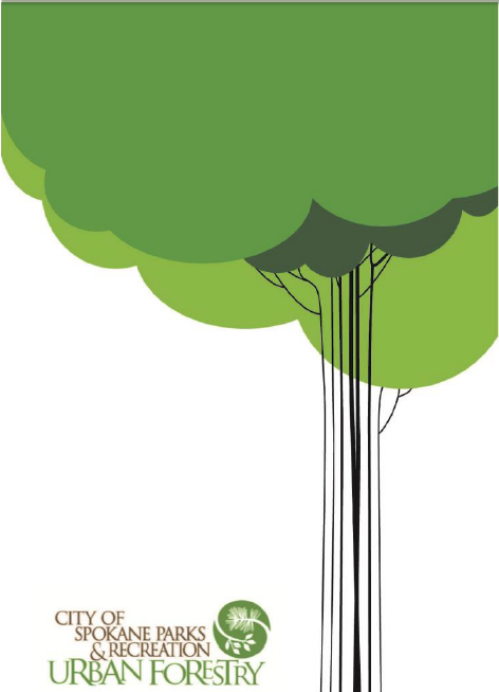
2016 Project List

URBAN FORESTRY: SpoCanopy Projects 2016							updated:	1/11/2017
Project Description		Scope of Work	Permit	Contract	Contractor/Vendor	Project Status	Cost	
1	3rd Avenue, Browne's Addition	Plant 17	16-087	OPR2016-0417	NPHC	Completed	\$	8,690.57
2	3rd Avenue, Browne's Addition	Purchase plant material 17		PP-011578-000	Blue Heron	Completed	\$	4,456.80
3	Columbia Circle, 3308 N	Plant 1			Spirit Pruners	Completed	\$	451.11
4	Colton Street, 8305 N	Plant 7		PP-011746-000	Spirit Pruners	Completed	\$	740.25
5	East Cozza Drive - Division to Colton St	Plant 4, Prune 7, Remove 4	16-242	OPR2016-0685	A-1 Tree Service	Completed	\$	7,304.64
6	Perry Street Business District	Plant 5, Prune 44, Remove 1, Repair grates 15	16-095	OPR2016-0506	Heindl Tree Service	Completed	\$	10,984.14
7	West Broadway Ave - Maple to Elm St	Plant 7, Prune 39, Remove 3, Expose Root Flair 2	16-091	OPR2016-0439	Spirit Pruners	Completed	\$	7,902.49
8	Sprague Ave, 2422 E	Remove 2 dead. Plant 3.	16-288		Bluebird Tree Care	Completed	\$	2,801.00
9	Davenport - 813 W 1st Ave	Remove 1 and replace Plant 1		PP-011901-000	Spirit Pruners	Completed	\$	1,478.32
10	Liberty/Dalton Ave from Addison to Nevada St	Prune 74, Remove 6	16-391	OPR2017-0013	Heindl Tree Care	Completed	\$	27,696.76
11	21st Avenue Parkway from Lincoln to Howard	Prune 32	16-378	OPR2017-0008	A-1 Tree Service	Under Contract	\$	9,999.00
12	2017 Planting Plan	Develop street tree planting plan for 2017 installation		OPR2016-0875	Greenleaf Landscaping	Under Contract NTE	\$	10,000.00
13	Street Tree List Update and Design	Update tree list and document content and design		OPR2017-0009	AHBL	Under Contract NTE	\$	10,000.00
Total						Total	\$	102,505.08
		45 PLANT						
		196 PRUNE						
		17 REMOVE						
		19 OTHER						
		planting plan - street tree list - repair tree grates - expose root flair						

3rd Avenue – Browne's Addition

SpoCanopy Project - Browne's Addition 3rd Avenue

NEW STREET TREES TO BE PLANTED



Ginkgo biloba 'Autumn Gold' - Hailed as undoubtedly one of the most distinct and beautiful of all deciduous trees, the ginkgo stands out with unique, fan-shaped leaves turn a stunning yellow color in the fall. It tolerates many urban conditions including heat, air pollution, salt and confined spaces. The ginkgo also comes with a bit of history. It is a living fossil, with the earliest leaf fossils date from 270 million years ago. (This tree is planned for 3rd Avenue between Elm St and Coeur d'Alene where space allows.)

Cladastris kentukea - American Yellowwood is a vase-shaped tree with dark green foliage that turns a delicate yellow or orange in the fall. Breathtaking, pendulous, foot-long, wisteria-like clusters of fragrant white or pink flowers appear in late spring and early summer. The tree's beautiful branch framework adds winter interest, enhanced by its smooth, gray bark. (This tree is planned for Spruce St between 3rd and 4th Avenue.)

14 Ginkgo planted
3 Yellowwood planted

Plant material – UF new
stock (\$4456.80)

\$8690.57

Browne's Addition
Neighborhood

East Cozza Drive – Division to Colton St



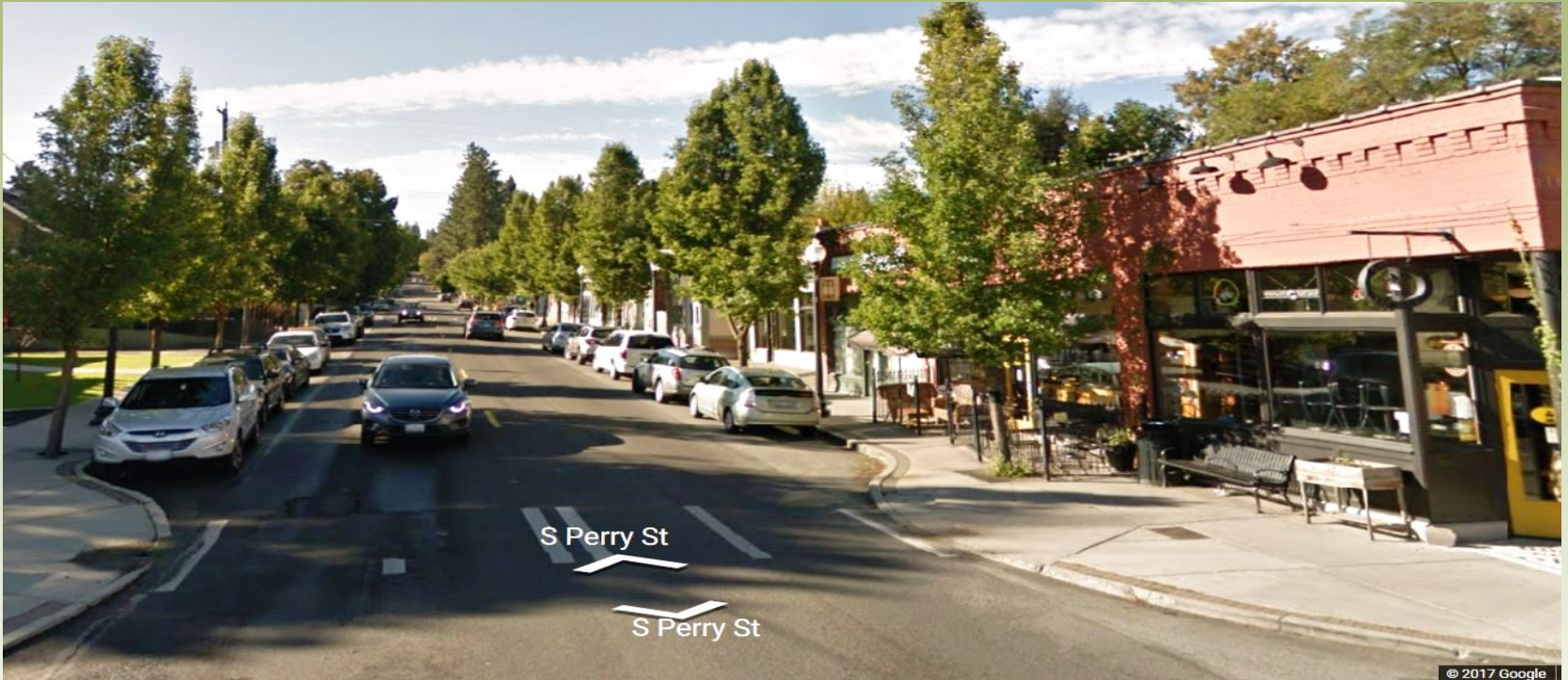
7 Siberian elms pruned
4 Pear removed
4 Kentucky Coffeetree planted

Plant material – supplied by SCD

\$7304.64

Shiloh Hills Neighborhood

Perry Street Business District – 7th to 12th Ave



44 Pear pruned, 4 Cumulus Serviceberry planted
1 Pine removed, 15 grates repaired/reset
Plant material – UF nursery stock

\$10,984.14
East Central Neighborhood

West Broadway Ave – Maple to Elm St



39 pruned
7 planted
3 removed
2 root flair excavation

Plant material –
supplied by contractor

\$7902.49

West Central
Neighborhood

Broadway Avenue
SURGE Project



Sprague Avenue – 2422 East



2 removed

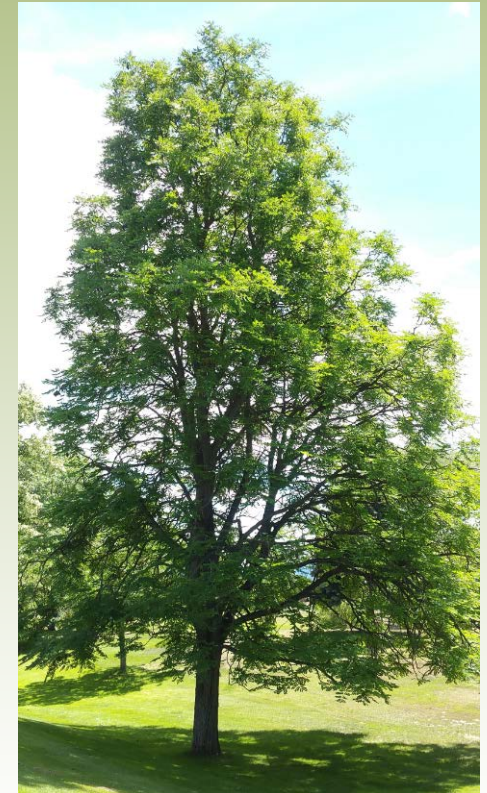
3 Kentucky Coffeetree planted

Plant material – supplied by SCD

\$2801.00

East Central Neighborhood

Adjacent to 2017 East Sprague TIP



Liberty & Dalton Ave – Addison to Nevada St



74 pruned
6 removed

New plantings planned for
Spring 2017

\$27,696.76

Nevada Heights
Neighborhood

21st Ave Parkway – Lincoln to Howard St



32 to be pruned
London plane/Norway maple
(pending contract extension)

\$9999.00

Manito Cannon Hill
Neighborhood

2017 Planting Plan

Replacement Tree Program

First Name *

Last Name *

Street Address *

City *

State *

Zip Code *

Phone Number (used only to contact you regarding replacement trees) *

Email Address (used only to contact you regarding replacement trees) *

Neighborhood

If you are unsure of your neighborhood, please visit [Spokane Neighborhood Services website](#). *

Width of Your Planting Strip

This is the distance measured in feet and inches between the curb and sidewalk.
If you do not have a planting strip and would like to know the amount of right-of-way adjacent to your property, please contact [Spokane Engineering Services](#) at 625-6700 for help. *

Additional Comments or Questions?

www.spokaneurbanforestry.org

Field check street tree
planting requests & develop
scope of work for
2017 new tree installations

NTE \$10,000
Greenleaf Landscaping
Martin Bixby

City-Wide

Approved Street Tree List



Spokane Urban Forestry Approved Street Tree List

December 2014

Update and Revise
Design and Content of
Approved Street Tree List

NTE \$10,000

AHBL

Craig Anderson

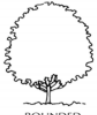

City-Wide



SPOKANE URBAN FORESTRY APPROVED STREET TREE LIST



Class I Trees – For Use Under Overhead Utility Lines

Common Name Scientific Name	Form at Maturity	Growth & Mature Size	Characteristics
Apple Serviceberry <i>Amelanchier x grandiflora</i>	 ROUNDED	Height: 15-25' Spread: 15-20' Growth Rate: Medium Hardiness: -30 Zone: 4a	General: Rounded habit, bird food, edible, and ornamental. Fall Color: Yellow to orange. Flowering: Small white flowers from pink buds in spring; sweet berries turn magenta to purple. Growing Conditions: Partial to full sun, moderate water, PH adaptable. Pests & Problems: No serious insect or disease problems. Root suckers are common, and if not removed, will result in a shrubby growth habit for the plant.
Allegheny Serviceberry <i>Amelanchier laevis</i>	 ROUNDED	Height: 15-25' Spread: 10-15' Growth Rate: Medium Hardiness: -30 Zone: 4a	General: Rounded habit with bronzy purple new foliage, edible pomes. Fall Color: Red-orange. Flowering: White, fragrant flowers. Growing Conditions: Full sun, prefers wet sites generally, pruned up to form small tree, transplants easily. Pests & Problems: No serious insect or disease problems. Rust, leaf spot, fire blight, powdery mildew and canker are occasional problems. Root suckers are common, and if not removed, will result in a shrubby growth habit for the plant.

Upcoming Projects – 2017 and Beyond

Business Districts

- East Sprague TIP & 1st Avenue
- 5th Avenue Underhill Park
- Market Street

Neighborhood pruning & planting

- Logan
- Emerson-Garfield
- Five Mile
- Whitman
- East Central

Parkways and Boulevards

- Manito Blvd
- Rockwood Blvd & Garfield Islands



Who is Spokane Urban Forestry?

City of Spokane
Parks and Recreation Division
Urban Forestry Department

Leroy Eadie – Director, Parks and Recreation

Angel Spell – Urban Forester

Jeff Perry – Arborist

Andy Thew – Arborist

Kacey Burke – Gardener, Finch Arboretum

Kay Bisaro - Clerk

Find us here...

City Hall – 5th floor Parks & Recreation

509.363.5495

UrbanForestry@spokanecity.org

Twitter – SpoUrbanForestry

<https://twitter.com/spourbanforest/>

Facebook – Spokane Urban Forestry

<https://www.facebook.com/SpokaneUrbanForestry>

Website – www.SpokaneUrbanForestry.org

<https://my.spokanecity.org/urbanforestry/>



General Notes:

1. **Architect/Engineer:** The entity who is responsible for design and whose name appears on the Contract Documents.
2. **Contract Documents:** The AIA A-201 - 1995 General Conditions and as supplemented in the Contract Documents.
3. The drawings and specifications are prepared to show the design intent for the construction of the project. The Architect's interpretation of the Contract Documents is final.
4. Although every effort is made, absolute accuracy of data indicated on the drawings or specifications is not warranted. The contract documents may inadvertently represent incorrect data or may contain errors, omissions, inconsistencies, code violations and improper use of materials. Upon written notification or identification, prompt data, errors, inconsistencies, code violations, and improper use of materials will be corrected.
5. Resolve each reported discrepancy, inconsistency, error, omission, code violation, and improper use of materials prior to commencement of the work.
6. Work performed prior to receipt of instructions or clarifications from the Architect is performed at the Contractor's or its subcontractor's own risk.
7. User discovery of a discrepancy in the drawings or specifications, estimate for more expensive materials and labor, unless a clarification or additional defining information has been requested of the Architect.
8. **Construction Features:**
 - a. Use only written dimensions for construction.
 - b. Dimensions for stud partitions are in feet of stud unless otherwise noted.
 - c. Dimensions are to rough construction unless otherwise noted.
9. Supervise and direct the work, be responsible for means, methods, techniques, sequences, and procedures. Coordinate work of all trades and who are familiar with specified and reasonably implied requirements necessary for the proper performance of the work.
10. Perform work shown or noted on the drawings in strict compliance with, or exceeding, local, state, and federal minimum standards of authorities having jurisdiction.
11. Become familiar with existing job site and construction conditions and accept conditions as they exist.
12. Investigate, verify, and be responsible for conditions of the site immediately notify Architect of conditions conflicting with the Contract Documents prior to proceeding with the work.
13. Field verify dimensions and notify the Architect of errors, omissions, or discrepancies prior to commencement of the work.
14. Do not perform any portion of the work requiring substantial of a shop drawing, template, or product data until submittal has been reviewed by the Architect. The submitter is responsible for each submittal required to ensure the accuracy of the data and for its compliance with the design intent and specifications of the contract documents. Each submittal shall bear the Contractor's review stamp and reviewer's signature.
15. Perform cutting and patching as required to join the work. Do not unnecessarily endanger the work or adjacent work by cutting.
 - a. Perform cutting, patching, repair, or replacement of materials, surfaces, and equipment damaged in the execution of the work with appropriate and the materials. Restore surfaces to original or equivalent finish ratings. Upon completion, surrounding surfaces shall blend and match.
16. Provide protection for the site and its work. Protect adjacent properties from damage due to the work. Erect and maintain protection to prevent the public, animals, and others from gaining access to the site as required by governing authorities.
17. Protect new and existing equipment and construction. Maintain until accepted by Owner. Immediately repair or replace damaged equipment and construction to the satisfaction of the Architect at Contractor's expense.
18. Maintain as built drawings and specifications at the site indicating variations from the Contract Documents or unidentified or unknown conditions. Provide record documents at project closeout.

Symbols:

SECTION CUT		SECTION NUMBER	
DETAIL CALL-OUT		DETAIL NUMBER	
BUILDING ELEVATION		ELEVATION NUMBER	
INTERIOR ELEVATION		ELEVATION NUMBER	
DOOR NUMBER		DOOR NUMBER	
WINDOW TYPE		WINDOW TYPE	
WALL TYPE		WALL TYPE	
KEYNOTE		KEYNOTE	
ROOM TAG		ROOM NAME	
REVISION		REVISION NUMBER	
STRUCTURAL GRID		STRUCTURAL GRID	
ELEVATION DATUM		ELEVATION DATUM	

Project:

Shadle Park - Amphitheater Stage City of Spokane Parks & Recreation

2005 W. Wellesley Avenue
Spokane, Washington 99205

100% Construction Documents
August 5, 2016

Revision 1, 10-28-2016 (Rebid)

Project Contacts:

CLIENT:
CITY OF SPOKANE PARKS & RECREATION
7204 EAST MALLON
SPOKANE, WA 99203
GUARRETT JONES, ASST. DIRECTOR - PARK OPERATIONS
PHONE: (509) 343-5443
FAX: (509) 343-5454
E-MAIL: GJONES@spokaneparks.org

ARCHITECT:
LABAR architecture, inc.
421 WEST RIVERSIDE AVE., SUITE 312
SPOKANE, WA 99201
RONALD D. LABAR, AIA
PHONE: (509) 343-0240
FAX: (509) 343-0241
E-MAIL: LABAR@LABAR.AO.COM

STRUCTURAL ENGINEER:
ECLIPSE ENGINEERING, INC.
43 WEST RIVERSIDE AVE., SUITE 301
SPOKANE, WA 99201
PHONE: (509) 321-1131
FAX: (509) 321-9784
E-MAIL: ECLIPSE@ECLIPSE.COM

LANDSCAPE ARCHITECT:
LABAR architecture, inc.
421 WEST RIVERSIDE AVE., SUITE 312
SPOKANE, WA 99201
ELIZABETH A. LABAR, RLA
PHONE: (509) 343-0240
FAX: (509) 343-0241
E-MAIL: LABAR@LABAR.AO.COM

ELECTRICAL ENGINEER:
MILLER ENGINEERING
P.O. BOX 833
VERMADALE, WA 99051
DAVID J. MILLER, P.E.
PHONE: (509) 758-3888
E-MAIL: DMILLER@MILLERENGINEERING.COM

CIVIL ENGINEER:
NOT APPLICABLE

MECHANICAL/PLUMBING ENGINEER:
NOT APPLICABLE

Overall Site Plan/Key Plan:

SCALE: 1" = 380'-0" A-0

- Keynotes:**
1. EXISTING ASPHALT PARKING LOT WITH VAN ACCESSIBLE SPACES (NO MARK).
 2. EXISTING ASPHALT PATH, ACCESSIBLE ROUTE TO STAGE (NO MARK).
 3. PROPOSED CONCRETE STAGE - SEE ENLARGED PLANS, SECTIONS & DETAILS.
 4. EXISTING AMPHITHEATER TURN AREA - SEE ENLARGED SITE PLAN.



North



Sheet Index:

ARCHITECTURAL:

- A-0 COVER SHEET, GENERAL PROJECT INFORMATION AND OVERALL SITE PLAN/KEY PLAN
- A-1 ENLARGED SITE PLAN
- A-2 FLOOR PLAN, FOUNDATION PLAN, AND ENLARGED PLAN
- A-3 ELEVATIONS AND DETAILS

STRUCTURAL:

- S-0 STRUCTURAL GENERAL NOTES
- SEE ALSO A-2 & A-3

ELECTRICAL:

- E-1 PHOTOGRAPHIC PLAN & LIGHTING LAYOUT
- E-2 ELECTRICAL PLAN

Code Analysis:

PROJECT SYNOPSIS:
THE SCOPE OF WORK COVERED BY THESE DOCUMENTS CONSIST OF CONSTRUCTING A NEW POURED IN PLACE CONCRETE STAGE TO REPLACE THE EXISTING AMPHITHEATER STAGE THAT WAS REMOVED BY PARKS & REC. DUE TO DETERIORATION OF THE STRUCTURE. THE NEW STAGE WILL HAVE ACCESSIBLE ACCESS, INCLUDE POWER & WATER FOR USE BY PERFORMERS & PATRONAGE AND HAVE AREA LIGHTING FOR SECURITY. THE STAGE WILL BE ACCESSIBLE FROM AN EXISTING ASPHALT PATH STREET AND BE SURROUNDED BY THE EXISTING TURN AREA. RAMP FROM THE STAGE PAVING WILL BE DIRECTED INTO THE ADJACENT TURN.

THE WORK WILL NOT AFFECT THE EXISTING PARKING REQUIREMENTS. THE SITE DEVELOPMENT IS EXISTING AND WILL NOT CHANGE.

JURISDICTION: CITY OF SPOKANE

GOVERNING CODES:

- INTERNATIONAL BUILDING CODE - 2009 EDITION
- INTERNATIONAL FIRE CODE - 2009 EDITION
- ICC/ANSI X11 - 2009 EDITION
- CITY ORDINANCES, INCLUDING ADOPTED AMENDMENTS TO THE ABOVE CODES

OCCUPANCY GROUP:	U
TYPE OF CONSTRUCTION:	TYPE V-B
BASIC ALLOWABLE FLOOR AREA:	5,800 SF
ALLOWABLE INCREASE:	N/A
BUILDING FLOOR AREA UNDER ROOF:	0 SF
BUILDING HEIGHT ALLOWED/ACTUAL:	45'00"
STORIES ALLOWED/ACTUAL:	1/1
SPRINKLED:	NO
SEPARATION:	NOT REQUIRED
OCCUPANT LOAD FACTOR:	ASSEMBLY U.S. CODE/IBC 10.2.2.1
OCCUPANT LOAD:	42 PERSONS
EXIT REQUIRED/PROVIDED:	OPEN AIR, NO WALLS
PLUMBING FIXTURE LOAD FACTOR:	CHAPTER 29
NOT REQUIRED:	

Vicinity Map:



SPOKANE, WA



LABAR
architecture, inc.
architecture • design • planning
421 W. Riverside Ave., Suite 312
SPOKANE, WA 99201
ph 509.343.0240 fx 509.343.0241



Project No:	16319
Date:	8/5/2016
Drawn By:	RDL
Scale:	See Sheet
No Name:	16319-A0

PROJECT NAME:	SHEET TITLE:
Shadle Park Amphitheater Stage	Cover Sheet, General Project Information and Site Plan/ Building Key Plan
2005 W. Wellesley Ave. - Spokane, WA 99205	
Sheet No:	A-0

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: SHADLE PARK AMPHITHEATRE STAGE

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

Trench Safety System, if excavation greater than four feet (4') deep:
\$ 0 If applicable, include amount in base bid below.

Base Bid: \$ 69,500.00
Alternate 1 Bid (light poles): \$ 13,600.00
WA State Sales Tax 8.7%: \$ 7,229.70
Total Bid Amount \$ 90,329.70

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

The Contractor 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. BACONCI 07249
U.B.I. Number 601-398-658
Washington Employment Security Department Number 760 832 005
Washington Excise Tax Registration Number 91-1579202
City of Spokane Business Registration Number T12011451 BUS

By submitting their Bid, Contractor confirms it (and any subcontractor) is not listed on the "Contractors Not Allowed to Bid" list of the Washington State Department of Labor and Industries or the 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 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 \$50.00 for each and every day the Work remains uncompleted.

For Contracts up to \$35,000.00 including tax, the Contractor may opt for fifty percent (50%) Statutory Retainage in lieu of Bond. _____ YES X NO

FIRM NAME: Bacon Concrete Inc

SIGNATURE: G.B. TITLE: President

EMAIL greg@bsconcrete.com PHONE: 924-3900

ADDRESS: N 16510 Brownlow Lane Spokane WA
99208

SUBCONTRACTOR LIST

PROJECT NAME: SHADLE PARK AMPHITHEATRE STAGE

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT
ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Colvico Inc.

TYPE OF WORK/BID ITEM Electrical

AMOUNT \$ 19,500⁰⁰

CONTRACTOR'S REGISTRATION NO. Col 1111*13406

CONTRACTOR/SUPPLIER J+J Construction

TYPE OF WORK/BID ITEM Asphalt Paving

AMOUNT \$ 6000⁰⁰

CONTRACTOR'S REGISTRATION NO. ~~00-0000000000~~ 0051C

CONTRACTOR/SUPPLIER Joy Landscape

TYPE OF WORK/BID ITEM Sod Repair

AMOUNT \$ 10,000

CONTRACTOR'S REGISTRATION NO. Joy 691A 93814A

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CITY OF SPOKANE PARKS AND RECREATION
2017 MAJOR CAPITAL PROJECT AND REPLACEMENT PLAN; DRAFT as of JAN 4, 2017

NO	DEPT	TYPE	DESCRIPTION	2017 PLAN	REVISIONS	REVISED PLAN	ACTUAL + ENC	REMAINING BALANCE
PARK FUND								
			ROLLOVER PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -
1			COMPUTER / HARDWARE REPLACEMENT - SYSTEM WIDE	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
2			LOCAL IMPROVEMENT DISTRICT PAYOFF - SYSTEM WIDE	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
3			MISCELLANEOUS MINOR PROJECTS - SYSTEM WIDE	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
4			PARK OPERATIONS ANNEX AND STORAGE	\$ 450,000	\$ -	\$ -	\$ -	\$ 450,000
5			PARK PLANNING NEIGHBORHOOD MATCHING FUNDS	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
6			SAFER SIDEWALKS TO SCHOOLS AND BUS STOPS	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
7			MANITO PARK FOUNTAIN AND REFLECTING POND REPAIRS	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000
8			MANITO PARK MIRROR POND SEDIMENT REMOVAL	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
9			PARK OPS COMPLEX ADMIN BLDG IMPROVEMENTS	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
10			PARK RESTROOM IMPROVEMENTS	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
11			FINCH ARBORETUM MASTER PLAN	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
12			PLAYGROUND REPLACEMENTS	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
13			FINCH ARBORETUM IT INFRASTRUCTURE AND NETWORK	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
14			MISSION ADAPTIVE BALL FIELD / RESTROOM AND LIGHTING	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000
15			RECREATION FACILITY RENOVATIONS	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
16			FRANKLIN SHADE / SAFETY STRUCTURES	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
17			RFP NON-BOND PROJECTS	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
18				\$ -	\$ -	\$ -	\$ -	\$ -
19			AQUATIC MAJOR REPAIRS	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000
20			RFP SKYRIDE MAJOR MAINTENANCE	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000
21			SYNTHETIC TURF REPLACEMENT	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ 75,000
22				\$ -	\$ -	\$ -	\$ -	\$ -
23				\$ -	\$ -	\$ -	\$ -	\$ -
24				\$ -	\$ -	\$ -	\$ -	\$ -
25				\$ -	\$ -	\$ -	\$ -	\$ -
26				\$ -	\$ -	\$ -	\$ -	\$ -
27				\$ -	\$ -	\$ -	\$ -	\$ -
			SUBTOTAL FUNDED REQUESTS		\$ -		\$ -	\$ 1,155,000
					\$ -		\$ -	
					\$ -		\$ -	
				\$ -	\$ -	\$ -	\$ -	\$ -
			TOTAL PARK FUND		\$ -	\$ -	\$ -	\$ 1,155,000
GRANTS								
141			CDBG PROJECTS	\$ 60,000				\$ 60,000
142			MIRROR POND IMPROVEMENTS	\$ 180,000			\$ -	\$ 180,000
143			MISSION PARK ADAPTIVE BALL FIELD - RCO	\$ 476,000			\$ -	\$ 476,000
144			MISSION PARK ADAPTIVE BALL FIELD - RCO YAF	\$ 225,000				\$ 225,000
145			PRIVATE / NONPROFIT	\$ 22,000			\$ -	\$ 22,000
149			DNR - USDA	\$ 10,000				\$ 10,000
			TOTAL GRANT FUND	\$				\$ 973,000
GOLF FUND								
1 GOLF			MAJOR FACILITY RENOVATIONS	\$ 10,000		\$ -	\$ -	\$ 10,000
2 GOLF			COURSE MAJOR RENOVATIONS	\$ 10,000			\$ -	\$ 10,000
3 GOLF			FLEET REPLACEMENT	\$ 30,000			\$ -	\$ 30,000
4 GOLF			EQUIPMENT LEASING	\$ 95,000				\$ 95,000
5 GOLF			COMPUTER REPLACEMENT	\$ 10,000				\$ 10,000
6 GOLF			EQUIPMENT REPLACEMENT	\$ 45,000			\$ -	\$ 45,000
			TOTAL GOLF FUND	\$ 200,000	\$ -			\$ 200,000
			TOTAL MAJOR PROJECT AND REPLACEMENT PLAN		\$ -			

DAVID A CONDON
MAYOR



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

REQUEST FOR BID

City of Spokane, Washington

BID NUMBER: 4287-16

DESCRIPTION: SPOKANE PARKS & RECREATION DEPARTMENT FOOD SERVICES

DUE DATE: MONDAY, SEPTEMBER 26, 2016
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:
COMPANY Sysco Spokane, Inc.

MAILING ADDRESS 300 N Baugh Way
Post Falls, ID 83854

PHYSICAL ADDRESS Same as above

PHONE NUMBER (208) 777-9511

E-MAIL ADDRESS williams.andrea@spk.sysco.com

Klea Prince

Purchasing

Attachment A
CRITICAL QUALIFYING FACTORS

1. Vendor must bid on all of the items listed. Yes X No _____
2. Vendor will make multiple weekly deliveries to various Parks sites. Yes X No _____
3. All products will be delivered in temperature appropriate trucks.
(Trucks must have either refrigeration or freezer capability.) Yes X No _____
4. Vendor will supply order forms to all listed sites periodically.
(Not less than once per month.) Yes X No _____
5. Deliveries must be broken down and set in temperature appropriate space. Yes X No _____
6. Vendor shall train Spokane Parks personnel on order and delivery procedures. (Please include a copy of all training materials available.) Yes X No _____
7. Vendor shall supply periodic recaps of purchases by site, by product, by category as requested (not more than monthly). Yes X No _____
8. Vendor has passed USDA and state of Washington warehouse inspections. Yes X No _____
9. Vendor shall ensure ample equipment and staffing to fully comply with this contract. Yes X No _____
10. Vendor shall provide any software for on-line ordering and training at no additional cost to the City. On-line ordering capability required. Yes X No _____
12. Vendor will provide adequate POS/Promotional materials.
(List by attachment) Yes X No _____
13. List, on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account. Attached? Yes No _____
14. Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed. Attached? Yes No _____
15. Provide the percentage of mis-picks for the same period for those accounts listed above. Attached? Yes No _____
16. Provide annual gross sales amount for last full fiscal year. Attached? Yes No _____
17. Provide list of at least two Eastern Washington City prime vendor account references. Attached? Yes No _____

(Circle appropriate answer)

no list attached, can provide as needed

Failure to answer all questions with a yes and supply requested information or failure to provide required service shall result in disqualification of bidder. Unsatisfactory reference checks may also disqualify vendor.

THIS FORM IS TO BE RETURNED WITH THE ORIGINAL BID DOCUMENTS.

CITY OF SPOKANE REQUEST FOR BIDS

PART I. PRICING PAGE

TO: PURCHASING, CITY OF SPOKANE

BID NAME: SPOKANE PARKS & RECREATION DEPARTMENT FOOD SERVICES

BID NO: 4287-16

The undersigned agrees to furnish the items listed (see Attachments A, B, C) at the prices stated, subject to the conditions and requirements of this bid. Only bid on items listed in Attachment B OR Proposed Alternative Items, **NOT BOTH**. Place Totals from columns 1 and 2 of Attachment B in the table below.

Attachment B Totals	
Column 1 Total:	147,902.80
Column 2 Total:	11,135.97
SUB TOTAL OF COLUMN 1 & 2	\$ 159,038.77
Wa State Sales Tax (8.7%)	\$ 13,836.37
Grand Total:	\$ 172,875.14

Bids are subject to all requirements furnished with this bid document. By signing the bid, the Vendor affirms having read the terms and conditions and specifications and agrees to abide by them and warrants that bids supplied herein conform to these specifications, except if otherwise stated in a special condition by the City of Spokane.

Payment Terms: Net 30 days

F.O.B. Delivery Point: City of Spokane Riverfront Park, 507 N. Howard Street, Spokane, WA;
Merkel Sports Complex, 5701 N. Assembly, Spokane WA; Manito Park Bench Cafe', 1928 S.
Tekoa, Spokane, WA

Delivery will be for multiple locations, not at one central location. From the past few years' experience, it will be for 3 locations, each location with 2 times weekly delivery during summer season (around 4 months), then drop to one or two locations once a week delivery for the rest of the year.

Firm Name: Sysco Spokane, Inc. Signature: Mailing Address: 300 N. Baugh Way By: Andrea Williams
(Type or Print)Post Falls, ID 83854 Title: Account Manager, Bid SpecialistPhone: 208-777-6224 Date: 9-26-16

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: Andrea Williams TELEPHONE: (208) 777-6224

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor 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 Vendor 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.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: T12045193BUS

ORGANIZATION

Proposal of an () individual () partnership (X) corporation organized and existing under the Laws of the State of
Idaho

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the bid price. Vendor agrees to sell at the same price, terms and conditions.

YES ☒ NO ☐

If yes, prices are good until further notice.

INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the vendor agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

ORIGINAL EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP

MINORITY BUSINESS ENTERPRISE

Vendor (is , is not ☒) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is____, is not ☒) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

Bid 4827-16 Attachment C

Incidental Non-Bid Items

As well as the pricing of the attached, the City is seeking proposals for the pricing of non-bid items that will be purchased from time to time in addition to the items listed on this bid. Quantity and actual product is not known at this time, consequently the fixed fee per case is the only pricing requested at this time.

Case Price	Fixed Fee Per Case
\$ 1.00 - \$ 5.00	\$ <u>2.25</u>
\$ 5.01 - \$ 10.00	\$ <u>2.25</u>
\$ 10.01 - \$ 15.00	\$ <u>2.25</u>
\$ 15.01 - \$ 20.00	\$ <u>2.25</u>
\$ 20.01 - \$ 30.00	\$ <u>2.25</u>
\$ 30.01 - \$ 40.00	\$ <u>2.25</u>
\$ 40.01 - \$ 50.00	\$ <u>2.25</u>
\$ 50.01 - \$ 75.00	\$ <u>2.25</u>
\$ 75.01 - \$100.00	\$ <u>2.25</u>
\$100.01 - \$150.00	\$ <u>2.25</u>
\$150.01 +	\$ <u>2.25</u>

THIS FORM IS TO BE RETURNED WITH THE ORIGINAL BID DOCUMENTS.

Annual Quantity (column F) is based on Columns A & B..... Example.... Apple Red Sli Frsh = Annual Qty is 8 /24 2 oz pks. Price either what is specifically called out OR an alternate - NOT BOTH

SYSCO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY			
					COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION	COLUMN 2
24	2 OZ	SUNRICH	APPLE RED SLI FRSH	YES	8	\$88.00	
6	#10	ORCHNAT	APPLE DICED IN JUICE	YES	2	\$62.80	
72	3.9 OZ	MOTTS	APPLESAUCE NATURAL 4 OZ	YES	7	\$175.91	
6	3LB	SYS IMP	APTZR CHEESE MAC WEDGES BTR	YES	6	\$432.30	
8	2# TUB	CASASOL	AVOCADO HASS FRS CHNK PULP HPP	YES	7	\$353.78	
1	300 CT	DAILYS	BACON PRECOOKED E/E REG SLI #2	YES	75	\$2,418.75	
12	6CT	BBRLCLS	BAGEL ASSORTED 4OZ SLI SLVD	YES	5	\$157.65	
12	8 CT	QUAKER	BAR GRANOLA CHOC CHIP CHEWY	YES	2	\$54.42	
6	#10	BBRLCLS	BEAN BAKED WESTERN STY	YES	8	\$248.72	
2	5LB	ROCKINL	BEEF BBQ SWEET SAUCE	YES	2	\$12.81	
2	5#AVG	COUGR C	BEEF BRISKET SMK SLI	YES	5		BEEF BRISKET HRDWD SMKD TNRST, 1/7-10#A, CAB \$49.59 (1/8.5 lb avg, conv. to 50 lb)
40	4 OZ	CAB	BEEF PATTY CHK FC SEA HS FRZ	YES	69	\$4,532.61	
40	4 OZ	FIRECLS	BEEF PATTY FC SEA HS FRZ	YES	65	\$3,717.35	
6	2 LB	HORMEL	BEEF ROAST SLI BTM RND .66OZ	NO	14	\$700.70	
4	5 LB	CASASOL	BEEF TACO MEAT PRCK	YES	1	\$52.30	
12	32OZ	TBLCRFT	BOTTLE PLAS SQUEEZE CLEAR	YES	2	\$39.74	< Remote stock
1000	8OZ	DART	BOWL FOAM WHITE 8OZ	YES	10	\$342.60	
8	36 OZ	STNGRND	BREAD LOAF HNY WHEAT DELI 3/4"	NO	40	\$959.60	
12	28 OZ	BBRLCLS	BREAD MULTIGRAIN DELI 1/2" SLI	NO	22	\$933.46	
12	10 CT	KRONOS	BREAD PITA PLAIN 7 IN	NO	14	\$399.14	
1	EA	MEDDIET	BREAD VARIETY 3PK GLUTEN FREE	YES	2	\$52.00	< Remote stock
6	14.1 OZ	SCHAR	BREAD WHITE CLSC GLUTEN FREE	YES	1	\$42.40	< Remote stock
12	24 OZ	SYS CLS	BREAD WHITE RND TOP	YES	11	\$212.96	
8	28 OZ	STNGRND	BREAD WHITE SL DELI 3/4"	NO	46	\$1,103.54	
6	12 CT	SYS CLS	BUN HAMBURGER 4.5" 2.7OZ	YES	100	\$1,826.00	
24	4 IN	UDISHFD	BUN HAMBURGER GLUTEN FREE IW	YES	5	\$119.50	
8	12 CT	SYS CLS	BUN HOT DOG PLAIN 6" 1.9 OZ	YES	100	\$2,124.00	
6	12 CT	STNGRND	BUN KAISER EGG WHT 4.5	YES	4	\$104.36	
3	1 GAL	BUTR-IT	BUTTER ALTERNATE LIQ ZTF	YES	5		BUTTER ALTERNATE LIQ ZTF, 3/1 GAL, BUTR-IT \$142.40
4	5 LB	SYS NAT	CABBAGE GREEN SHRD FRSH W/BAG	YES	5	\$80.00	
2	36CT	HERSHEY	CANDY BAR CHOC MILK	NO	3	\$138.51	
2	36CT	HERSHEY	CANDY BAR KIT KAT	NO	7	\$323.19	
8	48 CT	SNICKER	CANDY BAR SNICKER 1.86 OZ	NO	2	\$472.98	
10	36CT	MARS	CANDY BAR TWIX CARAMEL 1.79 OZ	NO	1	\$221.85	
60	EA	AMERLIC	CANDY LICORICE SUPER ROPE W/ST	NO	38	\$1,476.30	
8	48 CT	M&M	CANDY M&M PEANUT 1.74 OZ	NO	1	\$236.49	
8	48 CT	M&M	CANDY M&M PLAIN 1.69 OZ	NO	2		CANDY M&M PLAIN 1.69 OZ, 9/36 CT, M&M \$399.78 (9/36 ct x 2 cs)
4	5 LB	SYS NAT	CARROT SHRD FRESH	YES	1	\$18.20	
4	5 LB	SYS NAT	CARROT BABY CUT PLD	YES	3	\$61.65	
4	5 LB	SYS NAT	CELERY STICK FRESH	YES	5	\$143.25	
4	5 LB	BBRLCLS	CHEESE AMER SHRP 160 SLI YEL	YES	19	\$949.81	

SYSKO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY		PROPOSED ALTERNATE ITEM DESCRIPTION	COLUMN 2
					COLUMN 1		
4	5LB	CASASOL	CHEESE CHDR MILD FTHR SHRD YEL	YES	22	\$1,125.08	
8	1.5 LB	BBRLIMP	CHEESE CHDR MLD SLI INT .75 YL	YES	10	\$361.80	
2	5 LB.	TILAMOK	CHEESE CHDR WHITE X SHARP	YES	15		CHEESE CHDR XSHRP WHT, 2/5 LB, TILAMOK \$712.20
100	1 OZ	PHILA	CHEESE CREAM ORIG SPREAD CUP	YES	6	\$132.06	
6	3 LB	PHILA	CHEESE CREAM WHPD TUB	YES	6	\$282.12	
4	2.5 LB	STELLA	CHEESE FETA CRUMBLES	YES	8	\$225.92	
8	1 LB	AREZZIO	CHEESE MOZZ FRSH CRYO LOG	YES	1	\$30.01	
4	5 LB	AREZIMP	CHEESE MOZZERALLA PIZZA BLEND	YES	50		CHEESE MOZZ 80-10-10 SHRD, 6/5LB, AREZIMP \$2,418.67 (6/5 lb, conv. to 1000 lb)
2	5 LB	AREZZIO	CHEESE PARMESAN SHAVED IMPORT	YES	10	\$490.90	
4	5 LB	CASASOL	CHEESE PROC PEPPER JK 120 SLI	YES	1	\$65.48	
8	1.5 LB	BBRLIMP	CHEESE PROV NONSMK SLI INT .75	YES	6	\$239.52	
168	1 OZ	AM HRTG	CHEESE STRING BULK PK IW	YES	2	\$79.60	
4	5LB	BBRLIMP	CHEESE SWISS FEATHER SHRED	YES	1	\$56.77	
10	1 LB	SCHRBER	CHEESE SWISS SLI 320 CT .5 OZ	YES	22	\$832.48	
40	4 OZ	BRKBUSH	CHICKEN BRST PRECKD GRL MARKS	YES	40	\$1,762.00	
100	1.6 OZ	BRKBUSH	CHICKEN BRST STRIP SMARTSHAPE	YES	215	\$6,525.25	
2	5 LB	BRKBUSH	CHICKEN BRST STRIP W/GRIL MARK	YES	75	\$2,985.00	
2	5 LB	BRKBUSH	CHICKEN POPCORN ORG WHT-DK BRD	YES	5	\$153.75	
1	10 LB	BRKBUSH	CHICKEN WING BRD BNLS BRBN	YES	3	\$109.65	
104	1 OZ	SUNCHIP	CHIP MULTIGRAIN ORIG SS	NO	88	\$2,731.52	
64	1.125Z	BKDLAYS	CHIP POTATO BKD REG BIG GRAB	NO	1	\$28.26	
64	1.5 OZ	LAYS	CHIP POTATO REG LSS	NO	1	\$28.26	
6	16 OZ	LAYS	CHIP POTATO REGULAR	NO	1	\$14.57	
6	2 LB	CASASOL	CHIP TORTILLA CORN WHT RND	YES	40	\$785.20	
24	1.5 OZ	FDSHTGD	CHIP TORTILLA MULTGRN GLTN FR	YES	1	\$15.68	
4	128 OZ	TREETOP	CIDER APPLE 100%	YES	4	\$78.68	
10	3 CT	PACKER	CILANTRO BUNCH ICELS	YES	1		CILANTRO FRESH BUNCHEDED/WASHED, 10/3 BNCH, SYS NAT \$23.55
1	2.5GAL	ECOLAB	CLEANER DEGRSRORGFRC OASIS 137	NO	2		CLEANER DEGRSR ORGFRC OASIS137, 1/2.5GAL, ECOLAB \$248.24
1	2.5GAL	ECOLAB	CLEANER FLOOR SANI WSH N WALK	NO	12	\$1,645.32	
1	2.5GAL	ECOLAB	CLEANER GLASS OASIS 259 FORCE	NO	2		CLEANER GLASS CONCNTRT BIO-BSD, 1/2.5GAL, ECOLAB \$210.30
12	2 LB	CITAVO	COCOA MIX DISPENSER DUTCH	YES	26	\$1,441.44	
12	1.75LB	NESTLE	COCOA MIX SUPREME	NO	7	\$493.71	
1	10 LB	ICELNDC	COD BTRD BREWER S CH 2 OZ	NO	12	\$687.60	
6	2 LB	NESCAFE	COFFEE CAPP FRCH VAN	NO	2	\$113.00	
42	2 OZ	SBESTCF	COFFEE GRND DECAF ORG FL LVL4	YES	6		COFFEE GRND DECAF LEVEL 3, 32/6 OZ, SBESTCF \$272.08 (32/6 oz, conv. to 5.25 lb = 42/2 oz)
3	400 GM	NESCAFE	COFFEE FRZDRY SMOOTH	NO	2	\$162.72	
42	2 OZ	SBESTCF	COFFEE GRND LEVEL 4	YES	26	\$1,300.78	
10	100 CT	EAT-ALL	CONE CAKE #1D FLRE TOP DISPNSR	YES	14	\$913.36	< Remote stock
6	100 CT	EAT-ALL	CONE CAKE #34DJ FT BTM DSP JKT	YES	7	\$459.55	
4	200 CT	EAT-ALL	CONE SUGAR #204B HONEY ROLLED	YES	5	\$301.35	< Non-stock
12	18 CT	COLOSSO	CONE WFFL MED WCM	YES	10	\$497.10	
150	9X9	EARTHCH	CONTAINER PAPER HNG FBR 3COMP	YES	4	\$189.40	
500	6X6	EARTHCH	CONTAINER PAPER HNG FBR BLND	YES	3	\$210.18	

SYSCO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY			
					COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION	COLUMN 2
160	9X6X4	FOLDBAK	CONTAINER PAPER RECT BIO-PAK	YES	20	\$1,028.40	
150	24 OZ	VERSTNR	CONTAINER PLAS MICRO BLK W/LID	YES	1	\$52.08	< Demand
1	10 LB	SYS CLS	COOKIE ASST 324 CT	YES	10	\$282.50	
16	1.25OZ	DRLUCYS	COOKIE CHOC GLUTEN FREE	YES	1	\$23.54	< Remote stock
4	2.5LB	NABISCO	COOKIE CRUMB OREO MED CRUNCH	YES	1	\$36.22	
72	4 OZ	SYS CLS	CORN DOG ALL MEAT HNY BTR	YES	20	\$736.20	
2	5 LB	SYS CLS	CORN DOG CHKN MINI HNY BTR .67	YES	1	\$25.65	
20	3.8 OZ	NABISCO	CRACKER RITZ	YES	6	\$128.88	
48	1OZ	NABISCO	CRACKER RITZ BIT SND W/CHS T/P	YES	2	\$41.64	
2	500 CT	NABISCO	CRACKER SALTINE PREM 2 PK	YES	1	\$15.45	
60	1.75OZ	NABISCO	CRACKER WHEAT THINS VEGGIE TSD	YES	2	\$56.46	
2	5 LB	WHLFARM	CREAM SOUR ALL NAT GRADE A	YES	1	\$13.76	
12	15 OZ	WHLFARM	CREAM WHIPPED ARSL XTRA CREAMY	YES	4	\$125.52	
12	32 OZ	WHLFARM	CREAMER HALF & HALF ESL	YES	12	\$321.36	
2000	2.0 GM	WHLFARM	CREAMER NON-DAIRY PWDR PKT	YES	2	\$72.46	
8	2.5 LB	SYS CLS	CROUTON CHEESE/GARLIC CUBE ZTF	YES	2	\$75.76	
1	5 LB	SYS IMP	CUCUMBER FRESH SUPER SEL	YES	100	\$1,168.00	
40	25 CT	SYSCO	CUP FOAM 8 OZ	YES	9	\$176.76	
16	75CT	SYSTRNZ	CUP PAPER CLD POLY SQT 12OZ	YES	10	\$552.90	
20	50CT	SYS CLS	CUP PAPER HOT WHT TALL 12OZ	YES	15	\$1,020.00	
1000	16 OZ	EARTHCH	CUP PAPER HOT 16 OZ COMPOSTABLE	YES	10	\$1,239.60	
10	70 CT	SYS IMP	CUP PLAS CLR PET 12-14 OZ	YES	12	\$652.56	
10	70 CT	SYS IMP	CUP PLAS CLR PET 16 OZ	YES	13	\$799.24	
696	16OZ	EARTHCH	CUP PLAS CLR PLA 16-18 OZ LOGO	YES	16	\$799.36	< Demand
12	200CT	SYS REL	CUP PLAS PRTN TRANS 2OZ	YES	10	\$349.00	
24	3 OZ	BKRSIMP	DANISH ASST IW	YES	2	\$39.38	
4	1 GAL	ECOLAB	DELIMER MACH LOPHOS LIMAWAY NP	NO	1	\$93.85	
4	1GAL	ECOLAB	DETERGENT HAND LIQ PAN DANDY	NO	8	\$910.32	
6	9 LB	ECOLAB	DETERGENT MACH SOLID POWER	NO			DETERGENT MACH SOLID POWER XL, 4/9LB, ECOLAB \$199.84 (4/9 lb x 1 cs)
2	4LB	KRONOS	DIP HUMMUS	YES	25	\$566.25	
36	14 OZ	RICHS	DOUGH PIZZA SHEETED 12 IN	YES	20	\$791.40	
20	20 OZ	RICHS	DOUGH PIZZA SHEETED 16 IN	YES	30		DOUGH PIZZA SHEETED 16IN, 20/26 OZ, RICHS \$1,168.20 (20/26 oz x 30 cs)
24	10"	RICHS	DOUGH PIZZA CRUST PRBK GF	YES	1	\$41.69	
4	1 GAL	SYS IMP	DRESSING CAESAR CREAMY RFG	YES	5	\$263.55	
2	1 GAL	SYS IMP	DRESSING CUSABI AND DIP	YES	3	\$90.84	
4	1 GAL	MARZETI	DRESSING HONEY MUSTARD STONE	YES	1		DRESSING HONEY MUST STONE, 2/1 GAL, MARZETI \$60.72 (2/1 gal x 2 cs)
4	1 GAL	SYS CLS	DRESSING ITALIAN GOLDEN	YES	3	\$101.61	
2	1 GAL	LITEHSE	DRESSING RANCH CNTRY	NO	90	\$2,264.40	
2	1 GAL	SYS CLS	DRESSING RANCH SRIRACHA FIRE	YES	4	\$103.12	
2	1 GAL	SYS IMP	DRESSING RASPBERRY VINGT FTFR	YES	1	\$24.74	
2	1GAL	SYS IMP	DRESSING SESAME TOASTED	YES	1	\$31.55	
6	46OZ	SYS IMP	DRINK FRUIT PUNCH NECTAR THICK	YES	2	\$25.70	
8	12 CT	WHLFARM	EGG HRDBLD WHL PEEL PLLW PK	YES	23	\$534.75	
12	2 GAL	TWIST	DRINK MIX FRUIT PUNCH 2X1	YES	2	\$34.12	

SYSKO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY		
					COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION
1	15 DZ	WHLFARM	EGG SHELL LG WHITE PAST USDA A	YES	10	\$366.00
1	18"	SYS CLS	FILM PVC ROLL 2000FT	YES	3	
2	500 CT	SYSKO	FILTER COFFEE 12CUP 9.75 X4.5"	YES	2	\$21.82
12	200 CT	SYSKO	FOIL SHEET 12X10.75 SILVER	YES	4	\$396.76
24	40 CT	DIXIE	FORK PLAS REFILL MW SMTSK BLK	YES	15	\$453.45
1000	CT	SYS CLS	FORK PLAS WHT MED HVY MDLNGTH	YES	1	\$41.53
2	5 LB	BBRLIMP	FRANK ALL-BEEF 4X1 6 IN	YES	26	\$708.50
2	5#	NATHANS	FRANK ALL-BEEF 4X1 6"	YES	26	\$968.50
2	5 LB	BBRLCLS	FRANK ALL-MEAT 6X1 6 IN	YES	47	\$1,139.75
2	5 LB	BBRLCLS	FRANK ALL-MEAT 5X1 6 IN	YES	50	\$1,212.50
4	5 LB	PACKER	GARLIC PEELED WHL	YES	1	
4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV LG	YES	26	\$560.82
4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV MED	YES	34	\$733.38
4	500 CT	SYS REL	GLOVE POLY EMBOSD FDSV SML	YES	1	\$21.57
24	2 OZ	SUNRICH	GRAPE RED DRY PK	YES	5	\$77.25
1	4 LB	SYS IMP	GRAPE RED SDLS FRESH	YES	4	\$50.04
12	8X4IN	SYSKO	GRILL BRICK 3.5IN THICK	YES	4	\$101.48
6	2 LB	HORMEL	HAM SLICED CKD .66 OZ FRSH	YES	30	\$1,060.50
2	24EACH	BLU BNY	ICE CREAM BAR CRUN	YES	2	\$37.12
48	3 OZ	BLU BNY	ICE CREAM BAR FUDGE	YES	2	\$28.50
2	24 CT	BLU BNY	ICE CREAM BAR HOMEMADE VAN	YES	2	\$38.10
24	3 OZ	BLU BNY	ICE CREAM BAR NUTT N BETTER	YES	1	\$18.81
48	3 OZ	BLU BNY	ICE CREAM BAR ORANGE DREAM	YES	1	\$15.69
24	4 OZ	BLU BNY	ICE CREAM HEATH BAR KNG SZ	YES	2	\$37.62
48	3.5 OZ	BLU BNY	ICE CREAM SANDWICH VAN	YES	1	\$19.05
12	12 OZ	MINMAID	ICE LEMON SOFT FRZN	YES	30	\$567.00
12	12 OZ	MINMAID	ICE LEMONADE STRWBRY SOFT FRZN	YES	30	\$567.00
6	#10	SYS CLS	JELLY GRAPE CONCORD	YES	1	\$52.13
48	5.5 OZ	TREETOP	JUICE APPLE UNSWEETENED FCY	NO	70	
6	#10	HUNTS	KETCHUP FCY	YES	1	\$22.55
1000	9 GM	HUNTS	KETCHUP PACKET FCY	YES	44	\$993.96
24	40 CT.	DIXIE	KNIFE PLAS REFILL MW SMTSK BLK	YES	5	\$151.15
1000	CT	SYS CLS	KNIFE PLAS WHT MEDHVV MDLNGTH	YES	1	\$41.60
1	140 CT	SYS CLS	LEMON CH FRESH	YES	38	\$1,681.50
1	10 LB	SYS NAT	LETTUCE GREEN LEAF CROWNS	YES	33	\$646.14
6	2 LB	SYS NAT	LETTUCE ROMAINE CHOPPED FRESH	YES	155	\$2,774.50
1	10 LB	SYS NAT	LETTUCE ROMAINE CROWN LEAVES	YES	15	\$293.70
4	5 LB	SYS NAT	LETTUCE SHREDDED 1/8" FRESH	YES	15	\$249.00
12	75 CT	PRAIRIE	LID PLAS CLR DOME 16-24 OZ	YES	12	\$680.64
24	100CT	SYS IMP	LID PLAS CLR F/1.5-2.5OZ PRTN	YES	7	\$220.57
15	61CT	EARTHCH	LID PLAS CLR PLA FLT W/SLT EC	YES	10	\$391.70
12	100 CT	SYS CLS	LID PLAS TRANS F/12-20 OZ CUP	YES	2	\$62.44
10	100CT	SYS CLS	LID PLAS WHT DOME F/10-20OZ	YES	17	\$739.16
10	100 CT	DAYDOTS	LINER PAN F/ 1/3 SHALLOW PAN	YES	1	\$32.84

< Demand

< Remote stock

SYSCO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY		
					COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION COLUMN 2
2	1000CT	HOFMSTR	LINER PAPR BSKT 12X12 RED CK	YES	2	\$137.06 < Remote stock
36	7 OZ	KRAFT	MACARONI AND CHEESE POUCH	NO	15	\$465.15
6	76 OZ	GLDNSFT	MARGARINE SPREAD	YES	2	\$60.78
4	1 GAL	SYS REL	MAYONNAISE HEAVY DUTY	YES	10	\$243.10
500	12 GM	SYS CLS	MAYONNAISE PKT FOIL	YES	14	\$475.02
2	5 LB	AREZZIO	MEATBALL BF/CHKN ALL PURP 1OZ	YES	5	\$126.15
1	3 CT	SYS IMP	MELON CANTALOUPE FANCY FRSH	YES	2	\$19.34
1	1 CT	SYS IMP	MELON WATERMELON SDLS FRESH	YES	3	\$41.58
1	4-6 CT	PACKER	MELON WATERMELON WHLSCLS FRSH	YES	8	MELON WATERMELON SDLESS LOCAL, 1/4-6 CT, PACKER \$294.80
2	1 GAL	DARIGLD	MILK 1% GALLONS	YES	2	MILK 1% LOW FAT, 2/1 GAL, WHLFCLS \$16.92
2	1 GAL	WHLFARM	MILK 2% REDUCED FAT	YES	2	\$18.00
2	1 GAL	DARIGLD	MILK HOMOGENIZED WHL	YES	64	MILK HOMOGENIZED, 2/1 GAL, WHLFCLS \$618.24
2	1 GAL	WHLFARM	MILK SKIM	YES	70	\$560.00
24	4 OZ	OTSPKMY	MUFFIN APPLE CIN/PECAN SUPREME	YES	2	\$47.42
162	1 OZ	BKRSIMP	MUFFIN ASST BLU/BAN/LEMON	YES	1	\$39.07
24	4 OZ	OTSPKMY	MUFFIN BLUEBERRY CRUMB SUPREME	YES	2	\$47.42
24	4 OZ	OTSPKMY	MUFFIN CHOCOLATE CHUNK SUPREME	YES	2	\$47.42
6	8 CT	THOMAS	MUFFIN ENGLISH SANDWICH 3 OZ	YES	1	\$20.39
96	2.25OZ	OTSPKMY	MUFFIN VARIETY BLU/BAN/CHCHIP	YES	1	\$53.26
1000	5.5 GM	SYS CLS	MUSTARD PKT	YES	20	\$438.20
24	250CT	EASYNAP	NAPKIN DISP EASYNAP WHITE MYLR	YES	21	NAPKIN DSPNSR 6.5X9.85 WHT 2P, 24/250CT, DIXIE \$1,058.82
12	500 CT	TORKUNV	NAPKIN DISP EXPRESNAP ENVIR NAT	YES	10	\$544.90
8	375 CT	SYS CLS	NAPKIN DNR 15X16.25 2PLY 1/8F	YES	1	\$39.65
3	1GAL	AREZZIO	OIL OLIVE EXTRA VIRGIN ITALY	YES	3	\$196.23
6	#10	LINDSAY	OLIVE BLACK PITTED X-LG	YES	1	\$56.25
6	2 KG	LINDSAY	OLIVE KALAMATA EXTRA LG PTD	NO	6	\$514.08
10	33 OZ	SYS OTT	OLIVE RIPE SLI POUCH	YES	2	\$66.34
1	25 LB	SYS IMP	ONION RED JMBO FRSH BOX	YES	24	ONION RED FRESH JUMBO, 1/25 LB, SYS IMP \$252.48
1	50 LB	SYS IMP	ONION YELLOW JMBO FRSH BOX	YES	10	ONION YELLOW JUMBO FRESH, 1/50 LB, SYS IMP \$113.50
1	20 CT	SYSCO	PAD GRIDDLE 4X6	YES	2	\$17.94
1	20CT	SYSCO	PAD SCOUR GRN 6X9IN ANTIMICRO	YES	6	\$66.66
6	22 OZ	SYS IMP	PAN COATING ARSL CONC	YES	10	PAN COATING ARSL CONC, 6/17 OZ, SYS IMP \$230.00 (6/17 oz x 10 cs)
10	3 CT	PACKER	PARSLEY BUNCH ICELS	YES	3	PARSLEY FRESH BUNCHED & WASHED, 10/3 BNCH, SYS NAT \$54.00
4	12 CT	RICHES	PASTRY ECLAIR CHOC 2 OZ	YES	3	\$99.93
48	3.4OZ	GRDNBRG	PATTY VEG ORIGINAL VEGGIE BURG	YES	4	\$196.92
6	5 LB	SYS CLS	PEANUT BUTTER CREAMY	YES	3	\$175.26
12	7 OZ	RIOLUNA	PEPPER CHIPOTLE ADOBO SAUCE	YES	1	\$18.08
1	10 LB	AREZZIO	PEPPERONI SLICED PORK & BF 14-16C	YES	15	\$402.75
10	1000CT	HANGARD	PICK WOOD FRILL 4"	YES	1	\$27.51
1	5 LB	SYS IMP	PEPPER GREEN BELL MED FRSH	YES	3	\$36.27
4	1 GAL	BBRLCLS	PICKLE SLI DILL HAM KK 3/16 PR	YES	10	\$242.90
1	5 GAL	BBRLCLS	PICKLE SPR KO 215/265CT REF	YES	32	\$1,012.80
6	#10	DOLE	PINEAPPLE TIDBIT JCE FCY	YES	3	\$112.35
8	125CT	TREEFRE	PLATE PAPER 6.75 SQ ERTHWSE	YES	2	\$162.30 < Remote stock

SYSCO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY		
					COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION
4	125CT	EARTHCH	PLATE PAPER MLD FBR 10	YES	16	\$1,176.16
4	125 CT	EARTHCH	PLATE PAPER MLD FBR 9 ERTH CH	YES	28	\$1,329.16
4	125 CT	EARTHCH	PLATTER PAPER MLD FBRWHT12.5EC	YES	2	\$166.92
4	125 CT	EARTHCH	PLATTER PAPR PULP 7.5X10	YES	4	\$274.04 < Demand
25	16"	CATERLN	PLATTER PLAS CLR	YES	1	\$54.22 < Remote stock
72	2 CT	KELLOGG	POP TART ASST POUCH	YES	3	\$125.64
2	5 LB	AUSTBLU	PORK BBQ SMKD PULLED PREMIUM	YES	25	\$1,010.00
6	5 LB	MCCAIN	POTATO FRY SKON 3/8 HVY BTR	NO	375	\$11,130.00
5	3LB	SYS IMP	POTATO SWEET FRY WAVE	NO	35	\$922.95
6	5 LB	SYS IMP	POTATO TATER BARREL NW	YES	47	\$1,130.35
6	5LB	ORE IDA	POTATO TATER TOT VERSITOT	YES	38	\$1,243.74
350	.3 OZ	SUPRPTZ	PRETZEL SOFT BAKED BITE	YES	2	\$54.50
50	5 OZ	BBRLCLS	PRETZEL SOFT KNG	YES	123	\$4,643.25
1	1/4 OZ	TORANI	PUMP DISP F/ TORANI SYRUPS	YES	2	\$8.56
200	9 GM	HEINZ	RELISH SWT GRN PKT	YES	24	\$352.80
6	36 OZ	SYS IMP	RICE SPANISH	YES	1	\$28.00
4	1 GAL	ECOLAB	RINSE AID RINSE DRY	NO		
4	2 LB	PACKER	SALAD MIX POWER BLEND	YES	1	\$17.57
3	8 LB	SYS CLS	SALAD POTATO & EGG CNTRY STYLE	YES	20	\$726.60
2	5 LB	WILSON	SALAMI HARD SLI	YES	4	\$167.00
4	1 GAL	LA VICT	SALSA PICANTE MILD	YES	1	\$37.43
4	5 LB	LAWRYS	SALT SEASONED	YES	3	\$171.87
1	2.5GAL	ECOLAB	SANITIZER OASIS 146 MULTI QUAT	NO	5	\$608.15
4	1 GAL	SYS CLS	SAUCE BBQ SMOKEY	YES	4	\$170.52
6	10#	SYS IMP	SAUCE PIZZA W/ BASL CAL	YES	12	\$308.28
24	14 OZ	OCNSPRY	SAUCE CRANBERRY JELLIED	YES	5	\$179.25
4	1 GAL	SYS IMP	SAUCE TARTAR HIDDEN COVE	YES	2	\$77.00
40	4 OZ	HILL MT	SAUSAGE GERMN 4/1SKLS SPECBLND	YES	37	SAUSAGE GERMAN SMKD 4X1, 40/4 OZ, HILL MT
2	5 LB	HORMEL	SAUSAGE PORK CRUMBLE BREAKFAST	YES	9	\$208.35
1	10 LB	HORMEL	SAUSAGE PORK PTY CKD 20Z CN	YES	2	\$51.00
6	.5 GAL	DARIGLD	SHAKE MIX CHOC 4.5%	NO	100	\$2,061.00
6	.5 GAL	DARIGLD	SHAKE MIX VAN 6%-UP	NO	185	\$3,816.55
1	35 LB	SYS REL	SHORTENING FRY LIQ CLR ZTF	YES	105	\$2,451.75
4	3 LB	TAMP MD	SHRIMP BRD PCS LG	YES	5	\$267.45
10	10/100	HANGARD	SKEWER BAMBOO 10"	YES	1	\$45.20
10	10/100	HANGARD	SKEWER BAMBOO 6"	YES	1	\$29.62
10	10/100	HANGARD	SKEWER BAMBOO 8"	YES	1	\$37.21
500	12-12OZ	HOU INC	SLEEVE PAPER JAVA JACKET BRN	YES	8	\$140.64
104	1 OZ	CHEETOS	SNACK CHEESE CRUNCHY SS	NO	4	\$124.16
8	1000CT	SYSCO	STIRRER PLAS BLK 5.25"	YES	2	\$52.50
4	4 LB	CMBLRSV	SOUP TOMATO BASIL BISQUE	YES	5	\$226.25
60	2 OZ	POWERS	SNACK TRAIL MIX	YES	6	\$151.20
6	750ML	ECOLAB	SOAP HAND DIGICLEAN MILD FOAM	NO	2	\$249.48
1	20 OZ	DALASOG	SPICE GARLIC MINCD ORGANIC	YES	2	\$37.40 < Remote stock

SYSCO SPOKANE, INC

PACK	BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY			
					COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION	COLUMN 2
24	10 OZ	SCHWEPP	SODA CLUB	YES	22	\$331.10	
3	1.5#	IMP/MCC	SPICE OREGANO WHL LEAVES MEX	YES	1	\$67.74	
6	18 OZ	IMP/MCC	SPICE PAPRIKA GROUND ME	YES	1	\$50.19	
24	40 CT	DIXIE	SPOON PLAS MW SMTSK REFILL BLK	YES	20	\$604.60	
24	500CT	SYS CLS	STRAW PLAS TRANS JMB WRPD 7.75	YES	2	\$175.46	
25	200 CT	CELLO	STRAW SPOON PLAS RED UNWRP 8IN	YES	1	\$66.37	< Demand
2	4 LB	PACKER	STRAWBERRY FRESH CALIF CLAMSHL	YES	3	\$52.35	
1	25 LB	SYS CLS	SUGAR GRANULATED XFINE CANE AK	YES	17	\$295.63	
3000	1/10 OZ	SYS CLS	SUGAR PACKET CANE	YES	1		SUGAR PACKET, 2000/1/10OZ, SYS CLS
2000	1 GM	SPLENDA	SUGAR SUB SWEETENER SPLENDA	YES	1	\$30.55	\$14.40 (2000 ct x 1 cs)
6	7.5 LB	HERSHEY	SYRUP CHOCOLATE PLAS JUG	NO	1	\$49.47	
4	750 ML	TORANI	SYRUP ITALIAN CARAMEL CLS	NO	2	\$37.64	
4	750 ML	TORANI	SYRUP ITALIAN CARML CLASSC S/F	NO	1	\$19.82	< Demand
4	750 ML	TORANI	SYRUP ITALIAN CHERRY PET	NO	1	\$18.82	
4	750 ML	TORANI	SYRUP ITALIAN COCONT PET	NO	1	\$18.82	
4	750 ML	TORANI	SYRUP HZLNT CLAS S/F	NO	1	\$19.82	< Demand
4	750 ML	TORANI	SYRUP ITALIAN HAZLENET CLS	NO	3	\$56.46	
4	750 ML	TORANI	SYRUP ITALIAN HUCKLEBERRY PET	NO	4	\$75.28	
4	750 ML	TORANI	SYRUP ITALIAN IRSH CRM PET	NO	3	\$56.46	
4	750 ML	TORANI	SYRUP ITALIAN PEACH PET	NO	1	\$18.82	
4	750 ML	TORANI	SYRUP ITALIAN PMPKN SPICE	NO	2	\$105.92	< Demand
4	750 ML	TORANI	SYRUP ITALIN PPRMNT PET	NO	1	\$18.82	
4	750 ML	TORANI	SYRUP ITALIAN RASP PET	NO	4	\$75.28	
4	750 ML	TORANI	SYRUP ITALIAN STWBRY PET	NO	2	\$37.64	
4	750 ML	TORANI	SYRUP ITALIAN VAN PET	NO	5	\$94.10	
4	750 ML	TORANI	SYRUP ITALIAN VAN S/F PET	NO	2	\$37.64	
4	750ML	TORANI	SYRUP PASSION FRUIT PET	NO	1	\$19.82	< Demand
4	1 GAL	GUIARD	SYRUP WHITE CHOC	YES	2	\$198.08	
6	24 CT	TAZO	TEA BAG AWAKE	YES	1	\$20.40	
6	24 CT	TAZO	TEA BAG CHAI	YES	1	\$20.40	
6	24 CT	TAZO	TEA BAG EARL GREY	YES	1	\$20.40	
6	24 CT	TAZO	TEA BAG GREEN ZEN	YES	1	\$20.40	
6	24 CT	TAZO	ORANGE WILD SWEET	YES	1	\$20.40	
1	100CT	ECOLAB	TEST STRIP CHLORINE	YES	2	\$12.50	
1	3X5	SYS IMP	TOMATO 1 LAYER PREM FRESH	YES	23	\$336.03	
1	50 CT	SYS IMP	TOMATO 2 LAYER 5X5 FRESH	YES	100	\$2,611.00	
12	1 PT	SYS IMP	TOMATO CHERRY FRESH	YES	5	\$154.55	
8	32 OZ	NESTLE	TOPPING CAPPUCCINO RISTRETTO	YES	8	\$1,141.28	
12	14 OZ	WHLFARM	TOPPING WHPD NON-DAIRY ASL	YES	13	\$303.42	
9	72 CT	DONPNCH	TORTILLA CORN WHT 4	YES	2		TORTILLA WHITE 3.5" STRETTACO, 16/60 CT, OLE MEX
8	12 CT	LA BAND	TORTILLA FLOUR 12IN PRSSD	YES	3	\$54.03	
6	800 FT	GEORG P	TOWEL ROLL ENMOTION LRG 4AUTO	NO	12	\$768.12	
2	250	S CHAMP	TRAY FOOD PAPR AMER FLAG 2.5 #	YES	78	\$1,773.72	
25	12IN	COMET	TRAY PLAS CATER RND CLR	YES	1	\$42.62	< Remote stock

SYSKO SPOKANE, INC

PACK		BRAND	ITEM DESCRIPTION	ALTERNATIVES ACCEPTED	ANNUAL QTY		
						COLUMN 1	PROPOSED ALTERNATE ITEM DESCRIPTION
24	12 OZ	INTLCLS	TUNA WHITE ALBCOR SOLID IN WTR	YES	5	\$419.40	
12	1 LB	JENNIEO	TURKEY BREAST SLI O/RSTD .5 FZ	YES	115	\$4,950.75	
4	1 GAL	SYS CLS	VINEGAR APPLE CIDER 50 GRAIN	YES	1	\$23.61	
5	1000 CT	ZENITH	WRAP DRY WAX SNDW BLUE CHECK	YES	1	\$77.88	
24	500 ML	ATHWATR	WATER PURIFIED (16.9 OZ) PET	YES	12	\$71.52	
6	12 CT	BBRLCLS	WRAP TORTILLA SPINACH HERB 12"	YES	108	\$2,603.88	

RIVERFRONT PARK REDEVELOPMENT PROJECT
Design of Public Spaces and Park Grounds – Berger Partnership
January 2017 – Contract Amendment: Task 2

Task 2.C.4 – Rotary Fountain Mechanical Restoration & Improvements

SCOPE OF WORK OVERVIEW

This is an addendum scope of work to be completed in association with work on the Riverfront Park Design of Public Spaces and Park Grounds. This scope is for evaluating the existing Rotary Fountain for restoration and potential replacement/improvements of the fountain's mechanical, electrical, and plumbing systems. Work is to be predominately completed by a subconsultant (Land Expressions), with limited coordination by Berger Partnership.

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of SEVENTY-FIVE THOUSAND DOLLARS AND 0/100 (\$75,000.00).

It is assumed that the City PMT will define the overall project budgets and implementation/construction timeline for the task and will be responsible for developing and communicating site phasing to include access for evaluation to facilities for Inventory and Analysis, construction site security and detouring/closures throughout the park as necessary to allow for testing and evaluation of the existing systems.

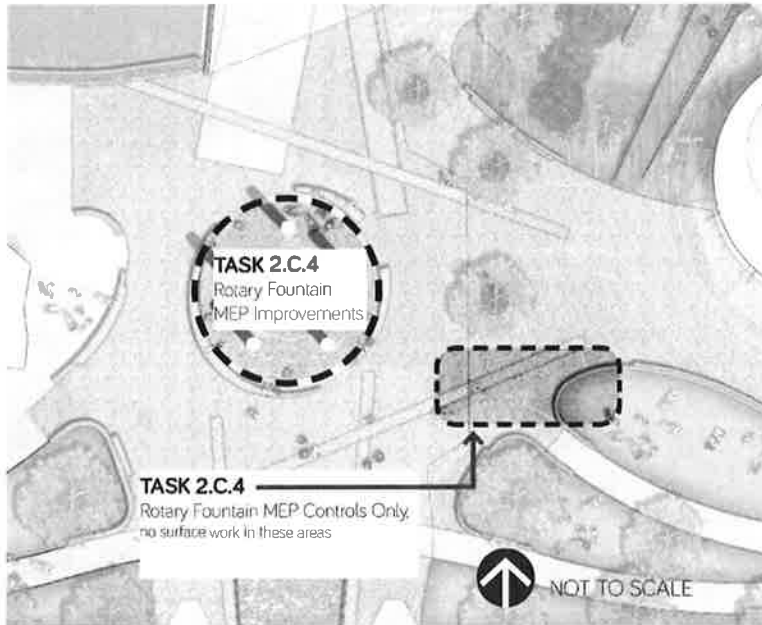
Berger PMT will provide coordination between City PMT and surrounding projects directly adjacent to the fountain.

DETAILED SCOPE OF WORK

Task 2.C.4 Rotary Fountain Evaluation:

Evaluate the existing Rotary Fountain, and develop and document an adequate understanding of its existing conditions to generate a high-level estimate of costs and variables for restoring the fountain mechanical systems to operate with the original intended fountain effects and bring it into compliance with applicable codes.

A full detailed scope, including deliverables, meetings, and schedule is as documented on Exhibit A included with this proposal. The diagram below provides the limit of work with the ancillary fountain controls and equipment vaults to be located and determined during the initial phase of work.



PROJECT TASK - LIMITS OF WORK

Cost/Fee: \$75,000.00

EXHIBIT A: LAND EXPRESSIONS SCOPE OF WORK – ROTARY FOUNTAIN

TASK 0100 – Inventory and Analysis

In order to replace/rebuild the mechanical system specific to replicating the existing function of the fountain, we require a better understanding of the existing system and how it was intended to work. Furthermore, we must confirm which elements of the fountain may be in adequate condition and applicable to the new design and which components are not. Task 0100 is to understand the conditions that a new system is intended to replicate or replace. Work includes:

- i. Gather existing files available, such as surveys, CAD files, utility plans, etc. to develop the sheet set.
- ii. Develop an understanding of the existing fountain mechanical system and the intended display effects.
- iii. Assess City maintenance staff expectations/wishes for the new system specifically related to water quality management.
- iv. Perform review of existing fountain over a specified time period pertinent to completing the technical evaluation portion which will require City Park staff presence during the entire inspection, at the City's expense.
- v. Evaluate mechanical components for opportunities, working status, ease of use, reliability, and functional value with regard to daily operations (and converting the fountain to a code compliant splash pad by day)
Elements to be evaluated may include:
 - a. Mechanical Vault
 - b. Reservoir
 - c. Supply Piping
 - d. Return Piping
 - e. Display Piping
 - f. Filtration Piping
 - g. Filtration System
 - h. Chemical Treatment
 - i. Vertical Structure/Ring
 - j. Water Effects/Display
 - k. Integrated Fountain Lighting
 - l. Fountain Control System and Possible Integration to existing City Platforms
- vi. Prepare a summary of our findings.
- vii. Every effort will be made to condense/combine the inspection period to as few of visits as possible.

Deliverable(s): Site inspection, summary of existing equipment.

TASK 0200 – Schematic Design

Develop graphic level sketches and supporting documents to clearly demonstrate the intended improvements, especially concerning the newly proposed splash pad. Task 0200 will identify programmatic requirements and provide concept level designs for the fountain, which will become the basis for all MEP work in Task 0300 & Task 0400. Work includes:



| Confidential

- i. Identify a clear program and gain approval from City PMT.
- ii. Develop concept for existing fountain effects, specifically addressing ground plane effects, overhead effects and lighting.
- iii. Develop several concepts for a splash pad.
- iv. Conduct/attend one (1) meeting with critical decision makers to develop the program and expectations. At this meeting, review summary generated in task 0100.
- v. Conduct/attend one (1) meeting with critical decision makers to present concepts.
- vi. Due diligence regarding code compliance.
- vii. Consider options that simultaneously evaluate budget, aesthetics and function.

Deliverable(s): 2 concept drawings, rendered, on 24" x 36" with supplemental sketches to convey intent.

TASK 0300 – Design Development

Refine Schematic Design chosen by City PMT into a site plan. Engage Civil, Structural and Electrical consultants. Task 0300 will provide a detailed site plan with schematic level piping and component diagram.

Work includes:

- i. Respond to review comments on chosen Schematic Plan as received in a timely manner from City PMT. Review comments shall be prepared by City PMT and delivered to Land Expressions within ten (10) business days from acceptance of chosen Schematic Plan.
- ii. Develop design documents further identifying all system components, material selections, spot elevations, etc.
- iii. Engage supporting team Consultants.
- iv. Meet and coordinate department of health, as coordination by city PMT, to verify code compliance issues and requirements.
- v. Conduct/attend one (1) meeting with critical decision makers to present Design Development.
- vi. Develop Landscape Architects Estimate of Probable Cost of Construction

Deliverable(s): Site plan, accompanying supplemental drawings and probable cost of construction. Drawings will be presented on 24" x 36" bond media with other supporting documents as needed.

TASK 0400 – Construction Documents and Specifications

Develop bid documents and specifications for the work defined in Task 0300. Work includes:

- i. Develop bid and construction documents for all system improvements that we design. Construction Documents will be printed on Client's title block on 24"x36" bond media and delivered in PDF format as well.
- ii. Prepare written specifications in CSI '95 or '04 format. Written specifications will be printed on Clients letterhead on 8.5 x 11 bond media. Boiler plates to be supplied by Client.

- iii. Specifications for Mechanical, Electrical, and Plumbing will outline performance requirements to be met by the bidding contractors to conform to the design plans and intent.
- iv. Attend one (1) meeting with Client/project team to coordinate disciplines.

Deliverable(s): Construction documentation (Plans, Details and Specifications) necessary to obtain competitive bids for all work designed under this contract.

TASK 0500 – Permitting (excluded from Contract)

Not a part of this proposal. Client to follow all appropriate permitting processes and documentation.

TASK 0600 – Construction Support (excluded from Contract unless approved in writing by Client)

Not a part of this proposal. Task 0600 provides support to the Client prior to and during the construction process.

Work includes:

- i. Attend pre-bid meeting, review contractor bids and qualifications and offer recommendation of contractor selection.
- ii. Review and respond to submittals, request for information (RFI) and contractor shop drawings.
- iii. Site inspections of water element improvements and the creation of punch-list items inconsistent with construction documents. Site reports will be printed on Land Expressions letterhead on 8.5" x 11" bond media.

Professional Services Fee

We have distributed tasks amongst our team members who are best qualified to perform the work and have given significant consideration to the hours assigned to maximize production and efficiencies from our team, thus keeping project costs to a minimum.

Our fee is presented as Lump Sum and will be billed monthly.

Schedule:

- a. Work is anticipated to begin in late January 2017 based on assumed Parks board approval of contract.
- b. Investigation of 'Record Drawings' and staff interviews will begin once approval of contract has been received.
- c. We will plan to begin on-site testing of the system on or about mid-March 2017 or as weather allows.
- d. 0200 - SD will be submitted 40 days upon completion of 0100 – Inventory and Analysis.

- e. 0300 – DD will be submitted 50 days after receipt of comments by City PMT on 0200 – SD.
- f. 0400 – CD will be submitted 75 days upon acceptance of 0300 – DD.

The following table summarizes fees per task (based on the description above):

Task	Description	Fee
0100	Inventory and analysis	\$12,500.00
0200	SD	\$6,140.00
0300	DD	\$23,070.00
0400	CD, specifications	\$27,900.00
0500	Permitting (not a part)	TBD
0600	Construction Support (not a part)	TBD
TOTAL FEES:		\$69,610.00

Assumptions and Exclusions:

- Construction work (not part of this contract, but resulting from the design that is this scope of work), is to be completed by force account associated with the Looft Carousel contractor. Management and oversight of resulting force account work is not part of this scope.
- The City will provide all available base data, project information, as-built documents, utility information (power, potable water, sanitary sewer and storm drain) and any other data that directly impacts our ability to perform the review and analysis.
- Work and proposed schedule is contingent upon being allowed access to, and ability to operate the fountain in its existing condition to fully complete the inventory and analysis phases. Should we not have ability to operate the fountain, we will assume complete replacement of all mechanical elements and no salvage of equipment, likely resulting in increased project costs.
- All, information (existing as-builts, new city operational expectations), will be provided in at the initiation of the Inventory and Analysis task 001.
- All city review comments in response to submittals must be provided within 2 weeks of submittal dates to maintain the provided schedule in this proposal.
- It is assumed that existing electrical supply to the mechanical vault are adequate to replicate existing fountain functions and evaluation of electrical service is not required.

- It is assumed that the existing fountain features are structurally sound and structure is to remain intact without new structural upgrades or redesign. Should structural upgrades/changes be required, then an additional service request will be provided to the city PMT.
- It is assumed that the existing vault is adequate for re-use for all mechanical and life-safety access needs. Should upgrades/changes to the vault size or life-safety systems be required, then an additional service request will be provided to the city PMT.
- A design allowance of \$8,000 is included with this scope for NAC electric to provide design services for new in-vault equipment and restoration of exiting footing lighting features)
- City PMT to provide as-built AUTOCAD files to the Design Team prior to initiating design.
- Environmental documentation and all required building, construction, or temporary permitting are excluded.
- Demolition, if any, required for inventory and analysis of any element shall be performed by others and is not included in this scope of work.
- Radar or similar investigative equipment is not included in this scope of work. Should such services be required to verify as built conditions, then an additional service request will be provided to the city PMT.
- If the scope/service is not specifically included herein, the scope/service is expressly excluded.
- Land Expressions understands the desired project construction budget to be \$600,000.00. Upon completion of schematic design, we will have a better understanding of anticipated construction estimate. Land Expressions will work with the City PMT to target a final budget of \$600,000.00, however, Land Expressions makes no commitment at this time as to what fountain effects can be provided within this targeted construction budget. Fountain effects could be isolated to just upper or lower water effects to meet budget realities. Anticipated mechanical needs and effects within this budget will be identified at the end of Design Development.

RIVERFRONT PARK REDEVELOPMENT PROJECT
Design of Public Spaces and Park Grounds – Berger Partnership
January 2017 – Contract Amendment:

Task 3.2: West Havermale Island – 30% Documents & Design

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.

Consultant 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 EIGHTY THOUSAND AND 0/100 DOLLARS (\$80,000.00).

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:

Definitions remain as defined in the Task 3 previous contract (sub-tasks 3.0 & 3.1), with the following additions.

30% Documents: 30% Plan documents build on design to date (per 2/16/2016 design presentation). They are considered a combined SD and DD submittal and are developed for the purpose of establishing cost estimates, and developing geometric alignments for hardscape, softscape, preliminary grading, lighting, major infrastructure, architectural, and design features that require additional coordination for engineering needs. Plans are prepared to a level of detail as required to generate 30% Cost Estimates and identify elements defined in the design guidelines.

Parks/Stakeholder review of the 30% design is to focus on reconciling project cost estimates with budget and a honing of the design after the final deliverables have been submitted. No specifications will be provided in this set of documentation.

a. Landscape Architecture and Urban Design:

- i. Site Paving and Materials Plans: Identifying preliminary layouts, limits and materials as required to generate preliminary quantities.

- ii. Site Furnishing Plans: Identify tentative locations and quantities of site furnishings (stock and custom furnishings). Preliminary details of select custom furnishings may be included. Preliminary Play Furnishing layout and selection will be developed to 30%.
- iii. Planting Plans: Hatched identification of limits of planting typologies (including restoration areas), specific trees, and representative plant lists of typologies.
- iv. Irrigation Plans: Identify all areas to be irrigated, hatched identification of irrigation types (no head or pipe layout), potential mainline locations, controller locations, and point of connection recommendations/options.
- v. Written narrative as required to support and provide background to the 30% Design Package.

b. Civil:

- i. Demolition Plans: High-level plans and annotations that identify limits and types, and key concerns relative to demolition. Preliminary plans and design narrative to include major removals, construction access, and temporary erosion/sedimentation control.
- ii. Utility Plans: Plans with annotations identifying site-specific needs for electrical, sewer, water drainage, stormwater strategies, and potential service tie-ins (supporting Utility Guidelines package). Preliminary plans and design narrative to include water, sewer, and power and gas infrastructure. Geotechnical site characterization studies must be in hand prior to commencing 30% design. No 3D modeling of existing or proposed ground surfaces; approximate excavation quantities will be estimated by hand calculation. Pressure systems for sanitary or storm sewers are not anticipated, so the design of these are not included at this time.
- iii. Grading Plans: Preliminary grading including approximate contours, critical slopes, drainage basins, cut/fill, calculations as required for permit needs. Grading plans will display ADA compliance for pavements, trails, and access to facilities in the park.
- iv. Written narrative as required to support and provide background to the 30% Design Package.
- v. Right-of-Way Plans: No work in the right of way is anticipated that requires separate documentation or permitting.

c. Electrical Design

30% electrical schematic concept, lighting design with photometrics analysis.

d. Development Phasing Plan

A development phasing plan to assist the City PMT will be prepared based on the final approved geometry and cost estimation. This

phasing plan will be developed to assist the City PMT to determine priority projects and timelines within the limit of work of the tasks.

- e. **30% Cost Estimation:** Consultant team to provide per-square-foot costs, unit pricing, and allowances for design elements in 30% Design.
- f. **Graphics & Illustrative Deliverables:** Supporting graphics developed from the 30% design package shall be provided as a reimbursable expense to be authorized by the City PMT as needed for capital funding, outreach, etc. These graphics will be developed based on existing imagery and modeling information provided by the City PMT or developed within the existing project scope. Additional modeling of features or contextual elements on the site beyond the scope described in this task will be considered an additional service.

DETAILED SCOPE OF WORK

Task 3.2: West Havermale Island – 30% Documents & Design

Design is based on the 12/24/2015 design milestone for Task 1 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 \$1,632,000 Construction Contract Amount (CCA) for Task 3.2 B. & Task 3.2 C. No other CCA amounts have been assigned to the remaining tasks at this time.

The West Havermale Island has been broken down into the following sub-tasks. Design and outreach for each task will be concurrent along with all documentation, cost estimation, and phasing as noted below:

Task 3.2 A.: Post Street & Post Street Parking (Lot 6):

The Post Street Parking design development will focus on a coordination of access and restoration post construction of the Post Street Bridge by the City of Spokane. The design will study pedestrian access from Post Street, the South Sentinel, Recreational Rink, Gondola, Locust Lane and City Hall Plaza for pedestrians connecting through West Havermale to the Havermale Promenade, Centennial Trail, and Howard Street Promenade. The parking lot layout will be reviewed to a schematic level for the 30% design documentation.

No civil and electrical engineering, irrigation, planting documentation or cost estimation will be provided in this task. A quality control civil review of the parking lot and shoreline impacts associated with the updated design will be provided with a maximum of (8) eight hours of time allocated to the review.

Task 3.2 B.: Theme Stream:

The design will move forward the 10% design narrative and vision based on improving stream crossings, including the main “Theme Stream Bridge” and access, upgrading the stream channel aesthetic while maintaining its historical design elements and character, and meshing elements of the adjacent Power Play area to provide interaction between the stream and opportunities for natural play.

No mechanical, electrical, or plumbing design or review of existing systems will be performed in this task. City to provide all documented historical information and guidelines (based on CUP) for the Theme Stream project renovation.

Task 3.2 C.: Power Play Playground:

The playground is envisioned to anchor active children’s play on Havermale Island and connect it through theme or educational opportunities to the historic Power House and the historic and future generation of power via the Spokane Falls. Outreach with the stakeholder, Avista Utilities, will be provided via City PMT with the goal to understand the history of power generation on this site, provide input on the design, and assure accurate depictions of the historical and future educational aspects of the play area. Outreach is limited to (2) workshops and (1) final presentation of the design for input and comment prior to finalizing the 30% design.

Task 3.2 D.: Power House Access: The design will focus on the study of circulation for pedestrians, vehicles, and Avista Power. Concept studies will be done to review access to the suspension bridges, play area, and nature conservation area for pedestrian access along with parking and vehicular/Avista access needs. Studies will be reviewed within the same outreach to the stakeholder Avista during the Power Play Playground outreach in Task 3.2 C.

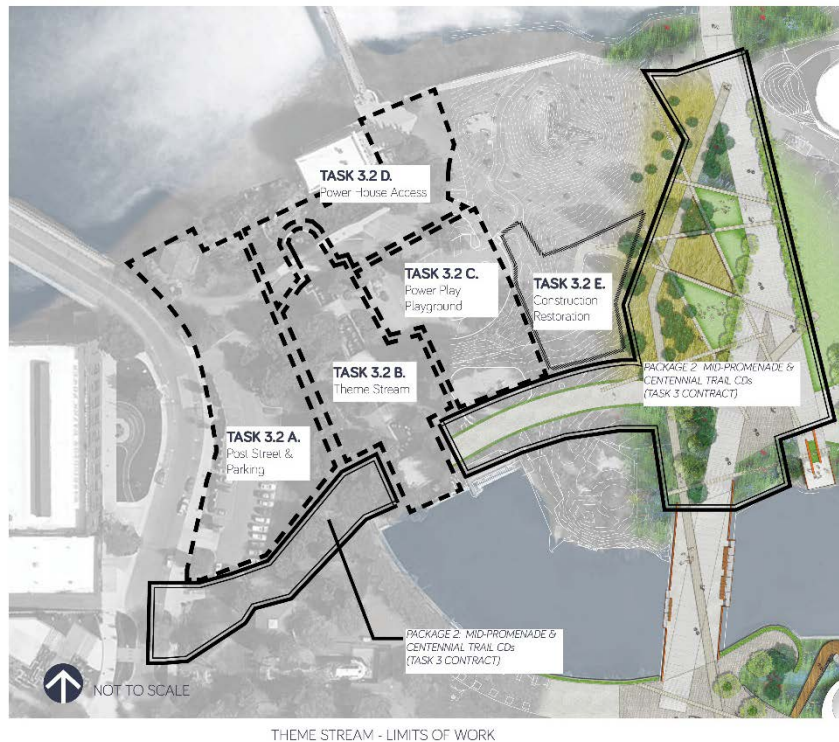
No civil and electrical engineering, irrigation, planting documentation or cost estimation will be provided in this task.

Task 3.2 E.: Construction Restoration Area: The design will be limited to access restoration of the pathways as a result of overuse during construction of the park in the existing Nature Conservation Area. No permitting work or environmental design is part of the scope of work in this task.

No civil and electrical engineering, irrigation, planting documentation or cost estimation will be provided in this task.

Task 3.2 F.: Maintenance Annex: The design will enhance and provide 30% design for the incorporation of screening, access, hardscape and landscape of a future Maintenance Annex facility if the location is deemed feasible as a result of the current M&O study being conducted by the City PMT. No architectural or engineering scope is included in this sub-task.

No civil and electrical engineering, irrigation, planting documentation or cost estimation will be provided in this task.



Scope of Work: West Havermale Island 30% Plans

Deliverables for Task:

- 30% Design Submittal
 - Submittal of a design package consistent with the “Definitions and General Assumptions” above. No interim/progress submittals are included in this scope of work.

Meetings for Task:

- (3) Outreach Meetings with stakeholders
- (2) Project Review Meeting (Ad Hoc, Design Review, RFP Steering Committee, Parks Board)

Cost/Fee: \$65,000.00

Project-Specific Assumptions and Exclusions:

- Design work in this scope is limited to work directly related to the West Havermale 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.
- Structural engineering is not included in this scope of work.
- Geotechnical engineering and analysis is not included in this scope of work.
- Architectural design is not included in this scope of work.
- Reviews or stakeholder meetings not specifically identified above are not included in this scope.
- The development of sub-tasks 3.2 A – 3.2 E. are scoped as a continuous parallel effort with shared review and meeting periods indicated in this scope. Uncoupling of any sub-tasks during any part of the documentation will be considered an additional service request beyond this scope of work.

Reimbursable Allowances

1. **Support Graphics/Renderings:** Assume (2) supporting graphics at a cost of \$4,000.00 per graphic/rendering upon requested by the City PMT.
2. **Typical reimbursable:** May include but is not limited to printing, reprographic expenses, CAD plots, supplies, and materials.
3. **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.
4. **Additional Coordination & Outreach:** Additional coordination and outreach beyond that stated above and upon requested by the City PMT.

Allowance: \$15,000.00



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

December 9, 2016

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

Subject: Riverfront Park – Project Management

Ref: Hill Amendment 4 – Management of Pavilion and Loeff

Dear Mr. Ellison:

Hill International Inc., (Hill) is pleased to submit this proposal for construction management services for the Loeff Carousel project and project/construction management services for the progressive design-build Pavilion project. Please refer to the Loeff and Pavilion Attachment A for a description of our proposed services. Per the attached spend plan Hill's Loeff CM services would end in April 2018 and Hill's Pavilion PM/CM services would end in March 2019.

Our current approved contract amount:

Basic Services (2016)	\$200,000
Amendment One – HSBS CM Support	\$114,000
Amendment Two – Pavilion PDB Procurement	\$ 39,000
Amendment Three – Basic Services thru 2017	<u>\$197,000</u>
Hill Fee total	\$550,000

Hill respectfully requests that Amendment Four be approved in the amount of \$413,500. Hill’s revised contract amount indicated below:

Current Hill Fee total	\$550,000
Amendment Four	
Looft CM	\$138,500
Pavilion PM/CM	<u>\$275,000</u>
Hill Fee total	\$963,500

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

Very truly yours,
Hill International, Inc.



Gregory C. Heinz
Vice President

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



**CITY OF SPOKANE PARKS DIVISION
CM Service Agreement**

LOOFF CARROUSEL ATTACHMENT A – SCOPE OF SERVICES

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

PROPOSED SERVICES TO BE PROVIDED:

Principal-in-Charge:

1. Overview the Hill team to assure that the needs of the Park Division and the project are being met.

Construction Management:

1. Develop communication protocol and work with the project team to implement same.
2. Manage, coordinate, and document weekly progress meetings. Transmit minutes to all team members.
3. Coordinate with RFP Personnel, PMO, A/E Consultants and Contractor.
4. On a weekly basis take progress photographs and develop a written site observation report to document the status of the construction. Transmits reports to all team members.
5. Review the Contractor(s) baseline and monthly update schedules and provide written comments related to same to the project team.
6. Review and recommend payment of contractor applications for payment.
7. Review potential change order (PCO) requests from the Contractor and determinations by the Architect.
8. Review change orders to determine the appropriateness of Contractor requested cost. Provide change order cost negotiations and produce Change Orders.
9. Review Requests for Information (RFI's) from the Contractor and expedite responses from the A/E Consultants.
10. Coordinate special inspection between the Contractor(s) and the City's special inspection consultant and the City's environmental consultant.

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

Closeout Management:

1. Coordinate Building Occupancy and Project Completion.
2. Coordinate City maintenance personnel training.
3. Coordinate the warranty program and counsel City personnel in maintenance of the program.
4. Expedite O&M manual and as-built document submission by the Contractor and review and approval by the Architect.
5. Develop a building occupancy schedule and obtain Contractor and Architect comments related to same.
6. Provide oversight of the completion requirements for project.
7. Secure release of retainage rights from agencies having jurisdiction.

Document Control:

1. Develop and maintain the program/project records management system.

SERVICES EXCLUDED:

1. Procurement, delivery, and installation of Park Division Fixture, Furniture, and Equipment (FF&E).



CITY OF SPOKANE PARKS DIVISION

PM/CM Services Agreement

PAVILION ATTACHMENT A – SCOPE OF SERVICES

The purpose of this document is to define the services to be provided for the Pavilion Project related to the Parks capital bond program.

PROPOSED SERVICES TO BE PROVIDED:

Principal-in-Charge:

1. Overview the Hill team to assure that the needs of the Park Division and the project are being met.

Project / Construction Manager:

1. Provide oversight of the design phase of the project.
 - a. Develop communication protocol and work with the project team to implement same.
 - b. Develop Parks generated contractual correspondence to the DB Team.
 - c. Coordinate with RFP personnel, PMO, Design-builder and Stakeholders.
 - d. Provide oversight of the design phase of the project.
 - e. Participate in bi-weekly design meetings and stakeholder meetings.
 - f. Provide review and comment on design deliverables; coordinate owner review comments.
 - g. Review and recommend DB applications for payment.
2. Provide oversight of the construction and closeout phase of the project.
 - a. Manage, coordinate, and document weekly construction progress meetings. Transmit minutes to all team members.
 - b. On a weekly basis take progress photographs and develop a written site observation report to document the status of the construction.
 - c. Provide Monthly status reports to Park Division.

- d. Prepare Owner Change Orders for Parks' signature; Negotiate CO cost with DB.
- e. Review and recommend DB applications for payment.
- f. Prepare/Manage the project punchlist.
- g. Manage DB's submission of closeout deliverables to Park Division.
- h. Coordinate Building occupancy and Parks maintenance personnel training.
- i. Coordinate the establishment of the warranty resolution process and counsel Parks personnel in maintenance of the program.
- j. Provide Oversight of the completion requirements for project.
- k. Secure release of retainage rights from agencies having jurisdiction.

Scheduler/Estimator:

- 1. Provide specification input related to Contractor baseline and progress schedule requirements.
- 2. Review the Contractor(s) baseline and monthly update schedules and provide written comments related to same to the project team.
- 3. Review design-builder estimates and participate in estimate reconciliation sessions at validation and GMP development phases. Advise the Park Division of appropriateness.

Document Control:

- 1. Maintain Hill project records management system.

SERVICES EXCLUDED:

- 1. Procurement, delivery, and installation of Park Division Fixture, Furniture, and Equipment (FF&E).

Desautel Hege (DH) Communications Contracts

2016 Amendment
2017 Extension

Fianna Dickson, Communications Manager



2016 Amendment

RFQ – Desautel Hege selected as communications firm for 2016

Title of contract and scope of work wording need clarification, at recommendation of RFP bond auditors.

Current title: Public Relations, Advertising and Branding the Riverfront Park Bond Rehabilitation Project

- The true scope of services cover all Parks and Recreation
- Proposed title: Communications and Outreach for City of Spokane Parks and Recreation

Scope of work: Bond-related expenditures can't (and don't) include advertising and branding, only communications and outreach.

- Wording changes to scope of work clarify our bond-related work is compliant with allowable charges. Any charges outside the scope are charged to Parks and Recreation, not the bond.
- Bond auditor approved red-line changes.



2017 Extension

Extension terms in 2016 contract:

“...may be extended for four (4) additional one-year contract terms subject to mutual agreement, with the total term of the contract not to exceed five (5) years.”

Requesting a one-year extension for 2017

Updated 2017 scope to reflect a year of building on groundwork

Total requested contract amount: \$185,000:

- \$150,000 Parks and Recreation (total budget: \$189,200)
- \$30,000 Golf Marketing (total budget: \$54,500)
- \$5,000 Riverfront Park Bond (total budget \$60,000/bond, <.1%)

CONTRACT AMENDMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and [DESAUTEL HEGE COMMUNICATIONS (DH)], whose address is [315 W. RIVERSIDE AVENUE, SUITE 200, SPOKANE WASHINGTON 99201], as "[CONSULTANT]".

WHEREAS, the parties entered into a Contract wherein the [Consultant] agreed to [THE SCOPE OF WORK IN EXHBIT A]; and

WHEREAS, [THERE IS A NEED FOR A REVISED CONTRACT TITLE THAT DEMONSTRATES THE LARGE SCOPE OF WORK THE CONSULTANT IS DOING FOR THE PARKS AND RECRETION DEPARTMENT THAT DOES NOT PERTAIN TO THE BOND; AND THERE IS A NEED TO CLARIFY THE SCOPE OF WORK THE CONSULTANT IS DOING FOR THE RIVERFRONT PARK BOND, GIVEN A NOW-SOLIDIFIED KNOWLEDGE OF THE BOND REDEVELOPMENT PROJECT.]; -- Now, Therefore,

The parties agree as follows:

1. **DOCUMENTS.** The Contract dated [JANUARY 18, 2016 - JANUARY 17, 2017], any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective [JANUARY 18, 2016].
3. **AMENDMENT.** Section [TITLE, SCOPE OF WORK OVERVIEW, 1.RESEARCH, 2.PLANNING, 3.IMPLIMENTATION] of the contract documents is amended to read as follows:

[TITLE: PUBLIC RELATIONS, ADVERTISING AND BRANDING THE RIVERFRONT PARK BOND REHABILITATION PROJECT — [TITLE: COMMUNICATIONS AND OUTREACH FOR CITY OF SPOKANE PARKS AND RECREATION]

[EDIT: WHEREAS, THE CITY IS DESIROUS OF SELECTING A CONSULTANT TO PERFORM THE NECESSARY COMMUNICATIONS AND OUTREACH FOR THE CITY OF SPOKANE PARKS AND RECREATION]

[EDIT: REMOVE KATIE FREEMAN, REPLACE WITH FIANNA DICKSON]

[EDIT: SCOPE OF WORK TITLE: COMMUNICATION AND OUTREACH SERVICES]

[EDIT: SCOPE OF WORK OVERVIEW: *RIVERFRONT PARK REDEVELOPMENT: ASSIST IN THE DEVELOPMENT OF COMPREHENSIVE COMMUNICATION AND PUBLIC OUTREACH TO SUPPORT RIVERFRONT PARK REDEVELOPMENT.

[EDIT: SCOPE OF WORK OVERVIEW; *ASSIST IN THE DEVELOPMENT OF COMPREHENSIVE COMMUNICATION CAMPAIGNS TO SUPPORT THE CITY OF SPOKANE'S PARKS AND RECREATION DIVISION FEATURED PROGRAMS AND EVENTS.]

[EDIT: SCOPE OF WORK OVERVIEW: COMMUNICATION AND OUTREACH SERVICES BEGINNING JANUARY...]

[REMOVE: SCOPE OF WORK, 1.RESEARCH B.II]

[REMOVE: SCOPE OF WORK, 1.RESEARCH C.]

[EDIT: SCOPE OF WORK, 2. PLANNING A. DEVELOP A COMMUNICATION PLAN INCLUDING]

[EDIT: SCOPE OF WORK, 2. PLANNING A. V. DELIVERABLE: COMPREHENSIVE COMMUNICATION PLAN]

[REMOVE: SCOPE OF WORK, 2.PLANNING C.III]

[EDIT: SCOPE OF WORK, 3. IMPLIMENTATION, A. MIX OF COMMUNICATION TACTICS WILL BE IDENTIFIED IN COMMUNICATION PLAN]

[EDIT: SCOPE OF WORK, 3.IMPLIMENTATION C.I: DEVELOPMENT OF STRATEGIC COMMUNICATION AND OUTREACH AND CAMPAIGN(S)]

[REMOVE: SCOPE OF WORK, 3.IMPLIMENTATION C.II]

[EDIT: SCOPE OF WORK, 3.IMPLIMENTATION C.III: SHOOTING AND EDITING VIDEOS]

[EDIT: SCOPE OF WORK, 3.IMPLIMENTATION C.IV: DEVELOPMENT OF GRAPHICS AND OTHER CREATIVE ELEMENTS]

[EDIT: SCOPE OF WORK, 4. MEASUREMENT, 1.A. MEASURES WILL BE IDENTIFIED IN COMMUNICATION PLAN AND MAY INCLUDE:]

.

4. COMPENSATION. The City shall pay [NO DOLLARS AND] [NO]/100 DOLLARS, (\$[0.00]) for everything furnished and done under this Contract Amendment.

<p>[DESAUTEL HEGE COMMUNICATIONS (DH)]</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT:</p> <p>By: _____ <i>(Director)</i></p> <p>Date: _____</p>
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<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>DATE: _____</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
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Attachments that are part of this Contract Amendment:

Current certificate of liability insurance
Current legal entity registration
Current business license

City of Spokane

CONSULTANT AGREEMENT

Title: ~~PUBLIC RELATIONS, ADVERTISING AND BRANDING THE RIVERFRONT PARK BOND REHABILITATION PROJECT~~ COMMUNICATIONS AND OUTREACH FOR CITY OF SPOKANE PARKS AND RECREATION

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **DESAUTEL HEGE COMMUNICATIONS (DH)**, whose address is 315 West Riverside Avenue, Suite 200, Spokane, Washington 99201 as ("Consultant").

WHEREAS, The City is desirous of selecting a Consultant to perform the necessary ~~public relations, advertising, and branding of the City's Riverfront Park Bond rehabilitation Project; and~~ communications and outreach of the City's Parks and Recreation department, and;

WHEREAS, The Consultant was selected from a formal City procurement solicitation via a Request For Qualifications (RFQ # 4192-15); and

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 18, 2016 and ends on January 17, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A – Consultant's Scope of Work, which is attached to and made a part of this Agreement.

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

4. PAYMENT.

Total **ANNUAL** compensation for Consultant's services under this Agreement shall not exceed **THREE HUNDRED AND FIFTEEN THOUSAND AND NO/100 DOLLARS (\$315,000.00)**, unless modified by a written amendment to this Agreement. This Agreement has the possibility of four (4) additional one (1) year extensions, upon mutual agreement of the parties.

The Consultant is entitled to monthly Progress Payments of **SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00)**, each month during the duration of the Agreement.

5. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:

CITY OF SPOKANE

PARKS AND RECREATION DEPARTMENT

5th Floor – City Hall

808 West Spokane Falls Boulevard

Spokane, WA 99201

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

- Invoice Date and Invoice Number
- **PARKS AND RECREATION DEPARTMENT**
- Project Coordinator: Katie FreemanFianna Dickson
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title: ~~PUBLIC RELATIONS, ADVERTISING AND BRANDING THE RIVERFRONT PARK BOND REHABILITATION PROJECT~~
COMMUNICATIONS AND OUTREACH FOR CITY OF SPOKANE PARKS AND RECREATION
- Period covered by the invoice
- Project Title
- Employee's name and classification
- Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*]
(attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of Spokane 5 th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Firm Contact Name: _____ DESAUTEL HEGE COMMUNICATIONS (DH) 315 West Riverside Avenue, Suite 200 Spokane, Washington 99201

10. SOCIAL EQUITY REQUIREMENTS.

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

11. INDEMNIFICATION.

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

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

12. INSURANCE.

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant

grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments: Exhibit A – Consultant's Scope of Work

16-402

EXHIBIT A: CITY OF SPOKANE

PARKS & RECREATION DIVISION & RIVERFRONT PARK REDEVELOPMENT

~~Marketing, Advertising, and Brand Development~~ Communication and Outreach Services – Desautel Hege

January 7, 2016

SCOPE OF WORK OVERVIEW

The scope of this contract includes assistance in development and implementation of strategic marketing campaigns, video production, public engagement, and advertising designed to leverage and promote the multiple assets of the Parks & Recreation Division. The Consultant shall work with City staff to manage overall communication and marketing strategies. The Consultant shall provide formal reports regularly to City staff and occasionally to the Park Board.

There are two (2) distinct elements that will require directed services:

- **Riverfront Park** – Assist in the development of comprehensive ~~advertising and promotional campaigns~~ communication and public outreach to support ~~Riverfront Park brand awareness and the~~ Riverfront Park Redevelopment.
- **Parks and Recreation** – Assist in the development of comprehensive ~~advertising and promotional~~ communication campaigns to support the City of Spokane's Parks and Recreation Division featured programs and events.

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

~~Marketing, advertising, and brand development~~ Communication and outreach services beginning January 18, 2016 and running through January 17, 2017, which may be extended for four (4) additional one year contract terms subject to mutual agreement, with the total contract term not to exceed five (5) years. Yearly contract expenditure not to exceed Three Hundred Fifteen Thousand and no cents (\$315,000.00), which includes all Consultant fees and all expenses related to fulfilling entire Scope of Work.

DETAILED SCOPE OF WORK

- 1) **RESEARCH:** \$30,000 (not to exceed)
 - a. Strategy session with Park and Rec Division staff
 - i. Facilitation of strategy session with key City staff to identify goals and objectives, audience considerations, SWOT analysis.
 - i. Non-exhaustive deliverable list:
 1. Development and implementation of creative exercises
 2. Session facilitation
 3. Results/recommendation memo
 - ii. Timeline: Q1 2016
 - iii. Cost: \$2000
 - b. Research analysis
 - i. Secondary research review of existing Parks & Rec Division research
 - ~~ii. Best practices review of other park revitalization projects~~
 - ~~iii-ii.~~ Best practices in engagement outreach
 - ~~iv-iii.~~ Deliverables:
 - i. Key findings research report
 - ii. Recommendations for additional research, if applicable
 - ~~v-iv.~~ Timeline: Q1 2016
 - ~~vi-v.~~ Cost: \$3500
 - ~~c. Develop methodology to gauge ongoing community perceptions about Riverfront Park Redevelopment~~
 - ~~i. Specific methodologies will depend on research needs that are identified in Research Analysis, but may include:~~
 - ~~i. Quantitative phone survey~~
 - ~~ii. Focus groups~~
 - ~~iii. Insight interviews~~

- ~~iv. Online survey~~
- ~~v. Intercept interviews~~

~~ii-vi.~~ Deliverables:

- i. Research strategy memo
- ii. Key findings & research report

~~iii-vii.~~ Timeline will be dependent on identified research needs

~~iv-viii.~~ Cost will be determined on mix of methodologies, but not to exceed \$30,000 combined total with 1) a and 1) b above, allowing up to \$24,500 for 1) c.

2) PLANNING: \$25,000

a. Develop a ~~marketing and advertising~~ communication plan; including:

- i. Goals and objectives
- ii. Audience considerations
- iii. Strategies and tactics
- iv. Timeline
- v. Deliverable: comprehensive ~~marketing communication~~ plan
- vi. Timeline: Q1 2016
- vii. Cost: \$8,000

b. Monthly meetings

- i. 2 DH team members will facilitate monthly meetings.
- ii. Timeline: monthly, ongoing.
- iii. Cost: \$600/month

c. Ongoing event support

- i. Determine the right mix of tactics
- ii. Deliverables may include:
 - i. Paid media/ad placement
 - ii. Video and ad production
 - iii. Community outreach support
 - iv. Collateral development

~~iii. Timeline will be dependent on events and RFP schedule~~

~~iv-iii.~~ Cost will be determined on mix of tactics developed; however, shall not exceed \$25,000 combined with 2) a and 2) b, allowing for up to \$16,400 total cost toward 2) c

3) IMPLEMENTATION: \$250,000

a. Mix of ~~marketing, advertising, and~~ communication tactics will be identified in ~~marketing, advertising and~~ communication plan.

b. DH shall develop quarterly plans that outline strategic priority tactics with associated costs to implement for that quarter.

c. Tactics may include:

- i. Development of strategic ~~advertising concept and campaign(s) for Riverfront Park~~ communication and outreach campaign(s)
- ~~ii. Marketing campaign creative development to promote existing Riverfront Park and the Riverfront Park Redevelopment~~

~~iii-ii.~~ Shooting and editing of videos ~~such as commercials, construction updates, interviews with those working on project and those who work in the park, etc.~~

~~iv-iii.~~ Development of graphics, and other creative elements ~~associated with Riverfront Park brand and promotions~~

~~v-iv.~~ Development of strategic advertising campaign(s) for Parks and Recreation Division featured programs

~~vi-v.~~ Marketing campaign creative development to promote major programs and events, such as Aquatics season, Sports, etc.

~~vii-vi.~~ Shooting and editing of videos for Parks and Recreation Division, such as commercials, promotional videos

~~viii-vii.~~ Assist City staff in professional photography (primarily focused on, but not limited to: Golf, Aquatics, Sports, Outdoor Recreation, various City parks.

~~ix-viii.~~ Campaign media buys—procurement, placement and billing strategy (includes standard agency commission 15%), anticipated 50% of overall budget – minimum of \$157,500; could include TV, radio, print, online, etc.

~~x-ix.~~ Production

- d. Deliverables: Quarterly strategy implementation reports and applicable tactics
- e. Cost and timeline will be outlined in quarterly plans, but will not exceed \$250,000

4) MEASUREMENT: \$10,000

- a. Establish output/outcome measures for each campaign
 - i. Measures will be identified in ~~marketing, advertising and~~ communication plan and may include:
 - a. Digital analytics
 - b. Advertising focus groups
 - c. Earned media coverage tracking
 - d. Attendance tracking at events
 - e. Ticket/season pass sales, other outputs, etc.
 - ii. Deliverable: quarterly reports of marketing efforts and results to City staff
 - iii. Timeline: quarterly, ongoing
 - iv. Cost: \$10,000



Public Relations • Advertising
Branding • Research • Digital

AGREEMENT TO PROVIDE SERVICES

Desautel Hege Communications, Inc. ("Agency") agrees to render to Spokane Parks & Recreation ("Client") the services described in the Statement of Work-Scope of Services ("SOW") attached hereto as Exhibit "A" for the compensation described therein.

Primary Contacts	Agency: Michelle Hege Desautel Hege Communications, Inc. 315 W. Riverside Ave., Suite 200 Spokane, WA 99201 Phone: 509-444-2350 Email: michelleh@wearedh.com Client: Fianna Dickson Spokane Parks & Recreation 808 W. Spokane Falls Blvd, 5 th Floor Spokane, WA 99201 Phone: 509-625-6297 Email: fdickson@spokanecity.org
End Date	January 17, 2018 or • Open ended
Services	See Proposal attached as Exhibit "A" which sets forth SOW. Any subsequent SOW which references this Agreement shall be part of this Agreement.
Charges	See Exhibit "A"
Client Accounts Payable Contact	
Client PO Number	
Client to Send Payments to	Desautel Hege, Accounts Payable
Other Contract Terms incorporated by reference	
Terms and Conditions	Attached as Exhibit "B"

AGENCY:

DESAUTEL HEGE COMMUNICATIONS, INC.

By: Michelle Hege

Its: CEO

Date: 1/16/16

Exhibit A – Proposal – SOW
Exhibit B – Terms and Conditions

CLIENT:

By: _____

Its: _____

Date: _____



Exhibit A – Statement of Work - Scope of Services
(including charges and fees)

Desautel Hege Communication, Inc. ("Agency") agrees to provide the following described services for the charges and fees set forth:

Work to be performed:

See scope of work, addendum A

Charges and Fees:

See above scope of work and rate schedule

Administrative Fee:

In addition to the above charges and fees, an Administrative Fee of eight percent (8%) shall be added to all fees and services based on hourly rates to cover internal expenses incurred on Client's behalf (i.e. subscriptions to online research, media database resources, maintain mobile communication, local travel, long-distance phone and fax, postage, overnight delivery fees etc.).

Commissions:

When Agency is purchasing services (including but not limited to photography, video production, printing, sign fabrications, specialty items, etc.) and/or media on Client's behalf, Client will be charged a Commission of fifteen percent (15%) on all purchases made by Agency.

*All fees and charges shall be billed in accordance with the Standard Terms and Conditions set forth in Exhibit "B"

*A convenience charge of 3.75% shall be added to any charges paid with credit card.

APPROVED BY CLIENT

DATE: _____



Exhibit B Standard Terms and Conditions

The following terms and conditions shall apply to all Agreements to Provide Services, except as specifically noted:

Fee Compensation. Fees generally include hourly charges for ongoing services rendered by Agency personnel at Agency's standard hourly billing rates that may be adjusted from time to time by Agency, but not more frequently than annually. Fees are based on time worked, multiplied by hourly rates over the period services are performed. Agency charges for all time devoted to Client services and include, but not limited to: meetings and telephone conferences with Client and others relevant to projects; correspondence; travel time; and internal Agency meetings are discussions related to client work. Agency and Client agree to review and adjust fees on a regular basis, and at least annually.

Non-Fee Compensation. Agency shall be compensated on a project basis for any services provided on a fixed fee or other non-fee compensation basis that Client approves.

Invoices. Agency shall prepare and issue all non-media invoices for services at the beginning of each month for services provided in the previous calendar month, unless Client has agreed to be invoiced in advance, for a flat fee or on another basis.

Billing Policies. Unless Client objects to any invoice by written notice to Agency within 30 days after the invoice date, the invoice shall be final and binding on Client. Standard payment terms are net 30 days. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency. A convenience charge of 3.75% shall be added to any charges paid with credit card. In the event of Client's delinquency in payment or other impairment of Client's creditworthiness, Agency may change the terms of payment. Delinquent balances shall be assessed an interest charge of 1½% per month. Agency shall be entitled to recover fees and costs incurred in collecting delinquencies in payment, including attorney fees.

Media Billing. Agency does not finance Client's media advertising for obligations, which are non-cancelable. Agency will bill Client for time and space so that payment is received before Agency is obligated for the amount involved. Client will be required to pay Agency in advance for one-half (1/2) of total cost of jobs in excess of \$5,000, based on Client approved estimated cost.

Sequential Liability. In placing Client's advertising with various media, Agency may contract with such media on the basis of "sequential liability" pursuant to which Agency will be solely liable for payment to the extent that proceeds have cleared from Client to Agency prior to the payment deadline for advertising published or broadcast in accordance with the media contract. As advertiser, Client will remain solely liable for sums owing for space or time for which cleared funds were not timely received by Agency relating to such advertising. If Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher "short rate" results, Agency will invoice Client for the additional amount due by reason of the rate differential.

Commission Rates. Unless otherwise expressly provided, when Agency purchases services (including but not limited to photography, video production, printing, sign fabrication, specialty items, etc) and/or media on Client's behalf, Agency shall be compensated at a commission rate equal to fifteen percent (15%) of purchases made by the Agency.

Taxes. All local, state and federal taxes levied on materials and services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

Warranty. Notwithstanding any other terms that may apply, Agency warrants that services will be provided in a professional and workmanlike manner and that its personnel have the required skills and experience to perform them. The parties specifically agree that the warranties in this paragraph are in lieu of all other warranties, whether express or implied.

Accuracy of Client Content. Client assumes sole responsibility for: (a) acquiring any authorizations necessary for hypertext links to third-party web sites, (b) ensuring the accuracy of materials and content Client provides to Agency, and (c) ensuring the content Client provides and any trade name(s), trademark(s) or service mark(s) Client adopts will not infringe or violate the rights of any third party.

Permissions. Client will secure and bear all costs for any rights, licenses, clearances, releases or other permissions needed to use the material Client provides to Agency, including images of Client's employees. Except for the material Client provides, Agency shall secure any rights, licenses, clearances, releases or other permissions needed to use documentation, designs, graphics, images, text, materials, scripts, software, elements and features provided by Agency, including but not limited to images of persons, photography, icons and software needed to perform services under this agreement.

Liability and Indemnity. Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either or both Agency or Client. Client will hold Agency harmless with respect to, and pay any attorneys' fees it incurs in connection with, any Claims (as defined in the Insurance paragraph below), arising out of product representations or other materials supplied by or through Client to Agency or approved by Client for inclusion in Client's advertising, publicity or promotion of any kind.



Upon assertion of a claim or commencement of a suit or proceeding by a third party that may give rise to liability of an indemnifying party, the indemnified party shall promptly notify the indemnifying party of the existence of such a claim and shall give the indemnifying party reasonable opportunity to settle the claim with its own counsel at its own expense. The indemnified party shall at all times have the right to participate in such defense at its own expense and shall not be obligated to participate in any settlement which it reasonably believes would have an adverse effect on its business. The parties agree to assist each other as may reasonably be requested in order to ensure a proper and adequate defense. An indemnified party shall not settle any claim without the prior written consent of the indemnifying party.

Insurance. Agency carries an "Multimedia Liability and Advertising Injury Policy" that protects Agency and Client up to the limits of this policy with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client ("Claims"): (a) any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; (b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness; (c) false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; (d) infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; (e) infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract; or (f) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the Lanham Act (federal trademark statute) or similar state statutes. This policy protects Client if Agency does agree to hold Client harmless against any such Claims up to the amount of the policy limit, and Agency, therefore, does so agree. This policy does not cover the following possible areas of liability: (i) claims for Client's products which are dishonest, fraudulent or criminal, (ii) theft or disclosure of Client's trade secrets or other proprietary rights, (iii) third party's trademarks, and (iv) infringement of patents.

Termination. Unless otherwise expressly provided, this agreement will continue until terminated by either party by giving thirty (30) days advance notice in writing to the other party. During such notice period, Agency rights, duties and responsibilities shall continue, and Agency is entitled to all its normal compensation hereunder for all services and on all media that runs to the end of the notice period. The definition of "runs" shall be the closing date in the case of print media, the air date in the case of broadcast media and the posting date in the case of outdoor advertising. After expiration of the stated notice period, Agency shall receive its share of compensation, if any, on short-rate bills and shall add back its share of commissions, if any, to refunds made by media by reason of earning a lower rate.

Transfer of Property and Materials; Agency's Rights to Use for Self Promotion. Upon termination, provided there is no outstanding amount owed by Client to Agency, Agency shall transfer, assign and make available to Client or its representative, all property and materials in Agency's possession or control belonging to Client, including any copy, artwork, plates or other physical embodiment of creative work relating to any such property and material which may be in Client's possession at termination of this agreement, provided however, that Client grants Agency the right to use such property and material solely for purposes of marketing or promoting Agency and its services. Agency will cooperate in transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media or others, for advertising space or materials yet to be used and all related rights and claims after Agency has been released from such obligations, provided that Client shall assume liability for any contracts made by Agency that cannot be assigned or canceled in accordance with the terms of this agreement on Client's behalf prior to termination. Agency shall retain all rights to any advertising materials which are produced in finished form prior to the effective termination of this agreement until full payment is received. Agency will proceed promptly to complete production of unfinished materials during the stated notice period. However, upon termination, any advertising, merchandising, packaging, plan or idea prepared by Agency and submitted to Client (whether submitted separately or as part of other material) which Client has elected not to utilize and any unproduced advertising materials shall remain Agency's property, and Client hereby assigns to Agency any rights to such ideas and materials. Notwithstanding the foregoing, the Agency retains the right to utilize finished creative product or other projects completed for the Client for the purposes of the Agency's self-promotion. In particular and without limitation, the Agency may display all such work on the Agency's website or reprint any such work to be included in the Agency's case studies or the Agency's corporate brochure(s) or other promotion materials. The Agency may submit any such work for inclusion in industry-related award(s) programs or similar forms of recognition.

Talent Contracts, If Any. Any non-cancelable contract or commitment made on Client's authorization and still existing at the termination of this agreement shall be carried to completion by Agency and paid for by Client, unless mutually agreed in writing to the contrary, in accordance with the provisions of this Agreement. Any materials or services Agency has committed to purchase for Client (or any uncompleted work previously approved by Client either specifically or as part of a plan), shall be paid for by Client, and Agency shall receive applicable compensation therefor. Any contract Agency has entered into with talent to perform in Client's advertising shall, simultaneously on the effective date of such termination, be automatically assigned to Client, and Client shall assume all of the rights and obligations under the contract, and Agency shall be relieved of any further responsibility or liability. Client shall defend and indemnify Agency against any loss or expense, including reasonable attorneys' fees and costs that Agency may incur as a result of a claim by talent or a third party, arising after the assignment of the contract.



Agency is Not Responsible for Default of Others. Agency shall take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of gross negligence or willful disregard of Client's property rights, Agency will not be responsible for loss, damage, destruction or unauthorized use of Client's property. Agency will guard against any loss to Client through failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure. In no event is Agency responsible to Client for the defaults of material and service suppliers, owners of media or any other person or third party that is not Agency's employee or agent.

Confidential Information. Agency and Client agree to keep in confidence and not to disclose or use for its own benefit or the benefit of any third party (except as may be required for the performance of services or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential and are marked as such, provided however that such obligation shall not extend to any information, documents or materials that become publicly available without breach of this provision and provided further that such obligations shall expire upon the third (3rd) anniversary of the effective date of termination of this agreement.

Examination of Records. Client may, after reasonable prior notice, examine the Agency's records or files relating to the ordering and payment of any materials and services billed to Client during normal business hours at those locations where the records are regularly maintained.

Non-solicitation. At any time while Agency is providing services to Client and for one (1) year thereafter, Client agrees that it shall not, without the prior written consent of Agency, (a) directly or indirectly solicit for employment any person employed or retained by Agency (including, without limitation, as an employee, independent contractor or agent known to be engaged by Agency) with whom Client had contact while Agency was providing services or (b) knowingly solicit, entice or persuade or attempt to solicit, entice or persuade any employee of Agency to terminate his or her employment with Agency for any reason. Notwithstanding the foregoing, in the event that Client does employ any person employed or retained by Agency in violation of the foregoing, Client agrees to compensate Agency in an amount equal to 20% of the annual compensation paid to said person immediately prior to said employment by Client, as the sole compensation to Agency for said violation of this provision.

HIPAA Compliance. It is the Client's responsibility to notify the Agency about any data shared with Agency that is subject to HIPAA. In the event that the work to be performed by Agency includes any matters that require special protections under HIPAA, the parties shall execute such other documents as necessary to comply with the law.

Miscellaneous. The provisions of any agreement, SOW and these terms and conditions constitute the entire agreement of the parties concerning the relations and agreements of Agency and Client. It is agreed that neither party shall have the right to, orally or in writing, modify the terms of this agreement, unless the modifications, changes or additions have been executed as an amendment to this agreement by the proper officers of each party in the same manner as the above provisions were agreed upon. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any dispute resolution shall be Spokane County, Washington. This agreement may not be assigned or transferred in whole or in part by operation of law or otherwise by Client without Agency's prior written consent.

CONTRACT AMENDMENT/EXTENSION

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and [DESAUTEL HEGE COMMUNICATION (DH)], whose address is [315 W. RIVERSIDE AVENUE, SUITE 200, SPOKANE WASHINGTON 99201], as "[CONSULTANT]".

WHEREAS, the parties entered into a Contract wherein the [CONSULTANT] agreed to [COMMUNICATIONS, OUTREACH, BRANDING AND ADVERTISING]; and

WHEREAS, additional work and time to perform has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated [JANUARY 18, 2016 - JANUARY 17, 2017], any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment/Extension shall become effective [JANUARY 18, 2017].

3. **ADDITIONAL WORK.** The scope of work of the original Contract is amended to add the following:

[SCOPE OF WORK IDENTIFIED IN EXHIBIT A 2017].

4. **EXTENSION.** The contract documents are hereby extended and shall run through [JANUARY 17, 2018].

5. **COMPENSATION.** The City shall pay [NOT TO EXCEED ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND] [NO]/100 DOLLARS, (\$[185,000]) for everything furnished and done under this Contract Amendment/Extension.

<p>[DESAUTEL HEGE]</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT:</p> <p>By: _____ <i>(Director)</i></p> <p>Date: _____</p>
--	---

<p>ATTEST:</p> <p>_____ City Clerk</p> <p>DATE: _____</p>	<p>APPROVED:</p> <p>_____ Assistant City Attorney</p>
---	---

Attachments that are part of this Contract Extension:

CURRENT CERTIFICATE OF LIABILITY INSURANCE
CURRENT LEGAL ENTITY REGISTRATION
CURRENT BUSINESS LICENSE

EXHIBIT A 2017: SCOPE OF WORK

CITY OF SPOKANE PARKS & RECREATION DIVISION

Communications and Outreach— Desautel Hege

January 2017 – January 2018

SCOPE OF WORK OVERVIEW

The scope of this contract includes assistance in development and implementation of strategic communication and outreach designed to leverage and promote the multiple assets of the Parks & Recreation Division. The Consultant will assist in the development of comprehensive campaigns to support the City of Spokane's Parks & Recreation Division featured programs and events.

The Consultant shall work with City staff to manage overall communication and outreach strategies. The Consultant shall provide formal reports regularly to City staff and occasionally to the Park Board.

Consultant shall coordinate all Scope of Work outlined through City staff.

Communication and outreach services beginning January 18, 2017 and running through January 17, 2018, which may be extended for (3) additional one year contract terms subject to mutual agreement, with the total contract term not to exceed five (5) years (contract initiated January 2016). Yearly contract expenditure for 2017 not to exceed One Hundred Eighty Five Thousand dollars and no cents (\$185,000.00), which includes all Consultant fees and all expenses related to fulfilling entire Scope of Work.

DETAILED SCOPE OF WORK

1) RESEARCH: \$6,000

- a. Strategy session(s) with Park and Rec Division staff
 - i. Facilitation of strategy session with key City staff to identify goals and objectives, audience considerations, SWOT analysis.
 - i. Non-exhaustive deliverable list:
 - 1. Development and implementation of creative exercises
 - 2. Session facilitation
 - 3. Results/recommendation memo
 - ii. Timeline: Q1 2017
 - iii. Cost: \$6,000

2) PLANNING: \$20,000

- a. Develop a communications plan; including:
 - i. Goals and objectives
 - ii. Audience considerations
 - iii. Strategies and tactics
 - iv. Timeline
 - v. Deliverable: comprehensive communication plan
 - vi. Timeline: Q1 2017
 - vii. Cost: \$8,000

- b. Monthly meetings and account management
 - i. 2 DH team members will facilitate monthly meetings.
 - ii. Timeline: monthly, ongoing.
 - iii. Cost: \$1,000/month

3) IMPLEMENTATION: \$149,000

- a. Mix of communication tactics will be identified in communication plan.
- b. DH shall develop quarterly plans that outline strategic priority tactics with associated costs to implement for that quarter.
- c. Tactics may include:
 - i. Shooting and editing of videos
 - ii. Development of graphics, and other creative elements
 - iii. Development of strategic outreach campaign(s) for Parks & Recreation Division featured programs
 - iv. Communication and outreach campaign creative development to promote major programs and events, such as Aquatics season, Sports, etc.
 - v. Assist City staff in professional photography (primarily focused on, but not limited to: Golf, Aquatics, Sports, Outdoor Recreation, various City parks.)
 - vi. Campaign media buys—procurement, placement and billing strategy (includes standard agency commission 15%), anticipated \$90,000; could include TV, radio, print, online, etc.
 - vii. Production
- d. Deliverables: Quarterly strategy implementation reports and applicable tactics
- e. Cost and timeline will be outlined in quarterly plans, but will not exceed \$149,000

4) MEASUREMENT: \$10,000

- a. Establish output/outcome measures for each campaign
 - i. Measures will be identified in communication plan and may include:
 - a. Digital analytics
 - b. Focus groups
 - c. Earned media coverage tracking
 - d. Attendance tracking at events
 - e. Ticket/season pass sales, other outputs, etc.
 - ii. Deliverable: quarterly reports of communication and outreach efforts and results to City staff
 - iii. Timeline: quarterly, ongoing
 - iv. Cost: \$10,000

Senior & Youth Community Centers

Annual Expenditures & 2017 Proposed Budget

	Annual Expenditure						Budget
	2011	2012	2013	2014	2015	2016	2017
Mid City Sr.	18,525	18,525	18,525	18,525	18,525	18,525	18,525
Corbin Sr.	33,092	33,382	29,318	31,350	31,350	31,350	31,350
Sinto Sr.	122,375	119,870	77,456	77,210	77,210	77,210	77,210
Hillyard Sr.	129,069	129,502	109,119	80,000	80,000	80,000	80,000
Project Joy	30,867	30,743	30,630	30,970	30,970	30,970	30,970
South Sr.	118,474	118,237	113,104	115,758	115,758	115,758	115,758
SW Spokane (PVCC)	42,095	42,131	39,946	39,947	39,947	39,947	39,947
N.E. Youth	126,308	121,295	143,044	139,538	139,538	139,538	139,538
W.C. Youth	54,507	84,787	78,731	72,675	72,675	72,675	72,675
East Central/Mltiprps.	n/a	41,800	41,800	41,800	41,800	41,800	41,800
	675,312	740,274	681,672	647,773	647,773	647,773	647,773

City Clerk's No. _____



City of Spokane
Parks and Recreation Department

CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and HILLYARD SENIOR CENTER, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as "Hillyard Senior Center".

WHEREAS, the Hillyard Senior Center provides recreational services to senior citizens and, in past years, has successfully facilitated, in cooperation with the City, a variety of programs for senior citizens; and

WHEREAS, it is the desire of the City to provide partial funding to help maintain these services; -- Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE**. The Hillyard Senior Center shall provide services in accordance with the attached Scope of Services. The Hillyard Senior Center shall mention in all of its advertising, brochures and schedules distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Department.
2. **PREMISES**. The Hillyard Senior Center shall negotiate an annual lease agreement and will pay rent to the Northeast Community Center Association for space to be utilized for the Hillyard Senior Center's programs. The City may assist with the cost of the lease, subject to the availability of funds administered by the Spokane Park Board.
3. **USE OF PREMISES BY CITY**. The City shall have the option to use the Hillyard Senior Center premises for Park and Recreational programs when the Hillyard Senior Center is not utilizing the Premises. The Premises shall not be used for any other purpose without the consent of the Hillyard Senior Center. The City's use of the Premises shall in no way be exclusive, nor infringe on the Hillyard Senior Center's primary usage of the Premises. Use of the Premises by the City shall be at no cost. Any additional costs

incurred by the Hillyard Senior Center will be agreed upon prior to the use and shall be billed to the City.

4. COMPENSATION. The City shall pay the Hillyard Senior Center **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)**, from available City funds, to help pay recreational programming costs. Any expenditure exceeding these amounts will be billed to the Hillyard Senior Center. The City reserves the right to revise this amount in any manner which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Hillyard Senior Center thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

5. PAYMENT. The Hillyard Senior Center shall send monthly applications of one-twelfth (1/12) of the total Contract to the Parks and Recreation Department, Administration Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the Hillyard Senior Center's application.

6. TERM. This Contract shall begin January 1, 2017 and run through December 31, 2017, unless terminated earlier.

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The Hillyard Senior Center shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the Hillyard Senior Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- 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 Hillyard Senior Center's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Hillyard Senior Center's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this

Contract;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (60) days written notice from the Hillyard Senior Center or its insurer(s) to the City.

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

10. AUDIT. The Hillyard Senior Center shall maintain for a minimum of seven (7) years following final payment, all records related to its performance of the Contract. The Hillyard Senior Center shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

11. INTERNAL AUDITING CONTROL. The Hillyard Senior Center shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

12. REPORTS AND MEETINGS.

- A. The Hillyard Senior Center shall communicate with the Parks and Recreation Department through the City's Director of Parks and Recreation, or designee.
- B. The Hillyard Senior Center shall submit to the City's Director of Parks and Recreation, or designee, by the twentieth (20th) of each month, monthly reports detailing its contractual performance including:
 - A. Participation Reporting for Activities Funded by Parks Funds to be included in each of the monthly reports
 - B. Staff and Volunteers (Unique number of volunteers with hours for each)
 - C. List of Recreation Activities – Not meals; actual activities.

- C. The Hillyard Senior Center shall make available, upon request of the City's Director of Parks and Recreation, or designee, monthly attendance reports of programs and activities conducted at the center. The report shall be available, if requested, by the fifteenth (15th) day of each month, in a format prescribed by the City's Director of Parks and Recreation, or designee.
- D. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the Hillyard Senior Center.
- E. At the end of the calendar year, the Hillyard Senior Center shall submit an annual financial statement to the City's Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.
- F. The Hillyard Senior Center shall submit a 2016 annual Financial Statement to the Spokane Parks and Recreation Department on or before March 31, 2017. In addition to the Annual Financial Statement, the following needs to be submitted:
 - A. A copy of the first two pages of the IRS Form 990 when filed each year.
- G. The Spokane Parks and Recreation Department will provide the opportunity for the Hillyard Senior Center to list activities in the Spokane Parks and Recreation's seasonal Activity Guide. The type and number of programs allowed will be decided upon by the City's Director of Parks and Recreation, or designee.
- H. The Director of the Hillyard Senior Center, or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the City's Director of Parks and Recreation, or designee.

13. FUTURE SUPPORT. The City makes no commitment to support the services described in this Contract and assumes no obligation for future support of the services contracted for except as expressly set forth in this Contract. The Hillyard Senior Center recognizes that the dollars assigned by the City are based on "need" and will demonstrate that "need" by allowing inspection of its financial records on an annual basis before a new contract will be approved.

14. LIABILITY

- A. The Hillyard Senior Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Hillyard Senior Center, its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Hillyard Senior Center solely on behalf of the City, its officers, employees and

agents, the City shall defend, indemnify and hold harmless the Hillyard Senior Center from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Hillyard Senior Center 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 Hillyard Senior Center.

16. AMENDMENT. This Contract may be amended at any time by mutual written agreement.

17. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this Contract.

18. ASSIGNMENTS. This Contract is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

19. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

20. ENTIRE AGREEMENT. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

22. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift,

favor, service or other thing of value from or to any person involved in the Contract.

Dated: _____

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: 12/1/16

HILLYARD SENIOR CENTER

Email Address: hscdirector@yahoo.com

By: Jeff A. Ummel

Title: DIRECTOR

16-187

SPOKANE PARK BOARD CONTRACT WITH HILLYARD SENIOR CENTER FOR RECREATION SERVICES FOR 2017 SCOPE OF SERVICES

Hillyard Senior Center will promote a philosophy for Senior Citizens, which encourages continuing education, keeping active in mind, body and spirit, meeting people and making new friendships and enjoying life. Hillyard Senior Center will serve as a full service recreational senior center, helping seniors feel a sense of belonging and purpose. The center will provide six hours per day of recreation educational, nutritional, and social programming for seniors. As a goal, Hillyard Senior Center will continue to enhance its programs to meet the needs of the growing senior population of Spokane.

To implement these services and programs Hillyard Senior Center agrees to:

- Provide a neat, clean and cheerful facility
- Provide leadership and organizational guidance
- Encourage active participation in the governance of the center and encourage member involvement in planning for the future of Hillyard Senior Center.
- Offer membership and participation in the center regardless of race, gender, religion disability or financial status.
- Offer a varied and balanced program of recreation, education, special events, community affairs, and self-improvement opportunities for seniors.
- Add new classes and programs that will enhance our retired population's needs

Hillyard Senior Center's Activities and Programs will include:

- **Regular Classes.** Stretch and tone exercise, zumba dance exercise, aerobics, arts & crafts, ceramics, drawing, and others.
- **Recreation Activities.** Canoeing, snowshoeing, dancing, pinochle parties, cribbage, scrabble, croquet & wii bowling leagues, and a complete tour program offering day & overnight travel opportunities to senior members
- **Health & Education Services.** Nutritional lunches, health classes, massage care, foot care, educational classes including history, creative writing workshops, and other educational seminars and workshops of specific interest to seniors.
- **Special Events.** Monthly birthday parties, monthly special events which include "theme" dances, karaoke, special dinners, entertainment, luncheons, talent shows, picnics, crafts bazaars, bake sales, concerts, holiday events, pancake breakfasts, movies and other fund raisers.
- **Volunteer Opportunities.** Kitchen program assistants, meal servers, program activity assistants, tour drivers and escorts, fundraising committees, other center committees and board of director positions.