



Special Spokane Park Board Meeting Agenda

8:30 a.m. Friday, Nov. 17, 2017

City Council Briefing Center, lower level City Hall
808 W. Spokane Falls Blvd., Spokane WA 99201

Park Board Members

Chris Wright – President
Nick Sumner – Vice President
Leroy Eadie
Ross Kelley
Ted McGregor
Greta Gilman
Rick Chase
Steve Salvatori
Sally Lodato
Jennifer Ogden
Mike Fagan – Council Liaison

Agenda

1. **Roll call:** *Pamela Clarke*
2. **Actions Items**
 - A. *Spokane Parks Foundation contract (\$332,480) –Leroy Eadie*
 - B. *Garco Construction Pavilion Guaranteed Maximum Price amendment and to add Central and North promenades (\$20,671,915, plus WSST) – Garrett Jones*
 - C. *CivicPlus/Recreation Management Software contract – (\$65,000 - first year; \$37,500 - second year; \$37,500 - third year) –Jason Conley*
3. **Adjournment**

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. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jsaxon@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

City Clerk's No. _____



City of Spokane
Parks and Recreation Division
RIVERFRONT PARK CAMPAIGN AGREEMENT

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, a Washington State municipal corporation, as ("City"), and the **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax-exempt corporation, whose address is 222 West Mission Avenue, Suite 10, Spokane, Washington 99201, as ("Parks Foundation"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City desires to solicit Donations to raise funds to help support the newly rebuilt Riverfront Park;

WHEREAS, the City and the Parks Foundation have a 66-year history of cooperation and collaboration on philanthropy programs and projects in support of Spokane Parks; and

WHEREAS, the City and the Parks Foundation desire to enter into an agreement concerning the Riverfront Park Campaign ("Campaign") to raise funds in furtherance of the goal described above:

NOW, THEREFORE, the parties agree as follows:

1. **PERFORMANCE.** The Parks Foundation will oversee the governance and strategic direction of the Riverfront Park Campaign in collaboration with the City. The Parks Foundation will use its commercially reasonable efforts to raise \$3,000,000 minimum in the Riverfront Park Campaign (the amounts thus raised are referred to as "Donations" and the amount thus held for the use by the City in Riverfront Park as "Donor Designated Funds" in this Agreement). The City will provide to the Parks Foundation a list of projects, programs, and maintenance and operations costs that could be funded by Donor Designated Funds.

2. **CONTRACT TERM.** The Contract shall begin November __, 2017, and run through November __, 2022, unless terminated sooner.

3. **COMPENSATION.**

3.1 **Payment for Campaign Staff.** The City shall pay the Parks Foundation **THREE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$332,480.00)**, including tax, for Campaign staff. The City shall pay such amount as follows:

Due Date for Payment	Payment Amount
November 30, 2017	\$107,480
April 30, 2018	\$112,500
March 31, 2019	\$112,500

3.2 **Payment of Expenses.** The City shall reimburse the Parks Foundation for costs

and expenses incurred by the Parks Foundation which are reasonably related to the Campaign, including but not limited to amounts incurred for office supplies, marketing materials, travel video, donor cultivation and recognition, and non-staff and consultant expenses. Such amounts shall not exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)** over the term of this contract.

3.3 Payment of Administrative Fee. In addition to the amounts due under Sections 3.1 and 3.2, and consistent with the Fiscal Sponsorship Agreement between the City and the Parks Foundation attached as Exhibit "A," the Foundation will retain five percent (5%) of all Donations as an administrative fee.

4. PAYMENT: NOTICE OF ADMINISTRATIVE FEE RETAINED The Parks Foundation shall send its application for payment for the amounts described in Section 3.2, above, on or before the 15th of each month for expenses incurred the preceding month, to Parks and Recreation Division, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Park Foundation's application except as provided by state law. The Parks Foundation shall also advise the City on or before the 15th of each month of Donations received during the preceding month and the administrative fees thus earned and retained during such preceding month.

5. PERIODIC PARKS FOUNDATION REPORTING. At least quarterly, the Parks Foundation shall advise the City of the Donor Designated Funds available for use in Riverfront Park, including any expressions of Donor intent which limit the use of any of such Funds. The City and Parks Foundation will jointly identify projects, programs, or any other use of such funds that conform to Donor intent. So long as both the Executive Director of the Parks Foundation, and City Director of Parks and Recreation agree that a project, program, or use conforms to Donor intent, the City shall have the right to select the project, program or use to which such Donor Designation Funds are to be applied. After the project, program or other use of such funds has been determined, the City will invoice the Parks Foundation for a Donor Designated Fund request. The Parks Foundation will pay such invoice via **direct deposit/ACH** within thirty (30) days after receipt of such invoice, except as provided by state law.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. Nothing in this Section 6 shall prevent the Parks Foundation from engaging a consultant for assistance in the Campaign.

8. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Parks Foundation for all work previously authorized and performed prior to the termination date.

11. INSURANCE. During the term of the Agreement, the Parks Foundation shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Park Foundation's services to be provided under this contract;
- C. Umbrella liability insurance coverage, combined with the Parks Foundation's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- D. 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 (30) days written notice from the Parks Foundation or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Parks Foundation shall furnish an acceptable insurance certificate to the City at the time the Parks Foundation returns the signed Agreement.

12. JOINT VENTURE.

The City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation mutually agree the Riverfront Park Capital Campaign is a joint venture and that neither party is indemnifying the other party.

13. DEBARMENT AND SUSPENSION.

The Parks Foundation either has provided or will incident to its execution of this Agreement provide its certification pursuant to the Debarment Form attached as Exhibit "B" that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

15. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Parks Foundation shall perform at least as well as would be commercially reasonable under the circumstances and in the context in which such performance is being evaluated.

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 Parks Founda-

tion 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 Parks Foundation.

17. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Parks Foundation 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 Parks Foundation does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

SPOKANE PARKS FOUNDATION

**CITY OF SPOKANE PARKS AND
RECREATION DIVISION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A – Fiscal Sponsorship Agreement
Exhibit B – Debarment Form



FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement ("Agreement") is made on this the 1st day of January, 2016 (the "Effective Date"), by and between Spokane Parks Foundation, a Washington nonprofit corporation which is also a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (hereafter referred to as the "Foundation") and the City of Spokane/Parks and Recreation Department, a Washington State municipal corporation (hereafter referred to as the "Sponsored Organization"). Foundation and Sponsored Organization referred to individually hereafter as a "party" and together as the "parties".

Recitals:

1. The Foundation and the Sponsored Organization are parties to that certain Memorandum of Understanding dated August 14, 2014, a copy of which is attached as Exhibit "A" and incorporated herein by reference (the "Memorandum of Understanding").
2. The Memorandum of Understanding contemplates that the Foundation may secure, manage, and invest privately raised funds for the benefit of the Sponsored Organization's parks and park programs.
3. The Sponsored Organization has proposed that the Foundation be the fiscal sponsor of the Sponsored Organization, so that the Sponsored Organization might seek tax deductible grants, contributions, and other receipts and funds for the benefit of the Sponsored Organization's parks and park programs.
4. The Foundation has determined that the purposes of the Sponsored Organization are consistent with the Foundation's mission and are in furtherance of the Foundation's exempt purposes, as well as the goals of the Memorandum of Understanding. The Foundation thus agrees to be the fiscal sponsor of the Sponsored Organization, and the Sponsored Organization accepts such sponsorship, pursuant to the terms of this Agreement.

The Terms of this Agreement are as follows:

1. Sponsorship; Control. The Foundation hereby agrees to serve as the fiscal sponsor for the Sponsored Organization, and, as required to maintain its tax-exempt status, agrees to assume administrative and financial responsibility for the Sponsored Organization with respect to tax deductible grants, contributions, and other receipts and funds made to the Foundation for the benefit of the Sponsored Organization's parks and park programs. The Sponsored Organization agrees, at the direction and under the control of the Foundation that it will undertake its fundraising and apply its funds in a manner consistent with: (a) the terms of this Agreement; (b) the tax exempt purposes of the Foundation; (c) the Memorandum of Understanding; and (d) any requirements imposed by donors and funding organizations or grants.

2. Activities of Sponsored Organization. The Sponsored Organization shall not carry on activities or use funds in any way that: (i) jeopardizes the Foundation's tax-exempt status, (ii) which violates any code of conduct, conflict of interest policy, or ethical standards adopted by the Foundation, or (iii) that is inconsistent with the Memorandum of Understanding.
3. Operational Issues; Intellectual Property. The Foundation and the Sponsored Organization agree that the Sponsored Organization shall be solely responsible for its own resource and donor development. However, the Sponsored Organization will submit grant applications and other documents which encourage donations to the Foundation on behalf of the Sponsored Organization to the Foundation for review prior to submission or use. The Sponsored Organization acknowledges that as a product of these submittals, the Foundation may receive information pertaining to contact names, donor lists, or other information related to the Sponsored Organization's activities during the term of this Agreement. Such information shall belong to the Sponsored Organization, but such rights shall not preclude the Foundation from maintaining or hereafter establishing relations with persons or entities who become known to the Foundation as a result of such submissions.

The Sponsored Organization acknowledges and agrees the contact names, donor lists, and other information related to contributions made to and donors of the Foundation independent of the Sponsored Organization are and shall belong to the Foundation, that such information is and shall remain confidential consistent with the policies of the Foundation, and accordingly, the Sponsored Organization shall not have access or availability to such information. However, regarding the aforementioned access or availability to such information, the Foundation acknowledges Sponsored Organization's legal obligations as a Washington State municipal corporation, and warrants Foundation's adherence to this Paragraph 3 and Section 25 (below, subject to this Paragraph 3)) as it pertains to valid Public Records Requests (PRR) under the Public Records Act (PRA). The expectation concerning PRRs is that copies of all pertinent records between Sponsored Organization and Foundation maintained by Sponsored Organization will suffice in complying with most any valid PRR. Accordingly, the Sponsored Organization, at its cost and expense, agrees to create and maintain copies of such records.

Foundation will not be financially obligated to pay for the provision of records per a PRR submitted to Sponsored Organization, all costs and expenses associated with a PRR submitted to the Sponsored Organization shall be the responsibility of the Sponsored Organization, and, without limiting the generality of Paragraph 15, below, the Sponsored Organization agrees to indemnify and hold the Foundation harmless with reference to the same. In the instance of a PRR which includes Foundation records, the Sponsored Organization will inquire with the Foundation if there are other records not in the possession of the Sponsored Organization, and Foundation shall perform a search for possible additional records as they pertain to the subject matter of this Agreement or materials incorporated herein by reference, and, without limiting the generality of the foregoing sentence or Paragraph 15, below, if and to the extent the Foundation incurs costs and expenses to perform and complete such search, the Sponsored Organization shall pay such costs and expenses on behalf of the Foundation or reimburse the Foundation for the same

4. Prohibition on Lobbying and Political Expenditures or Activities. The Sponsored Organization shall not apply, and shall not permit any of its funds to be applied, to

attempt to influence legislation or to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).

5. Services and Activities Provided by the Foundation. In acting as fiscal sponsor under this Agreement, the services and activities of the Foundation shall include, but not be limited to, the following:
 - (a) Receiving, processing, and managing restricted and unrestricted grants, contributions, and other receipts and funds to the Foundation for the benefit of the Sponsored Organization;
 - (b) Account for and manage ongoing pledges made on behalf of the Sponsored Organization;
 - (c) Work with the Sponsored Organization to facilitate the Sponsored Organization's utilization of contributed funds in a manner consistent with donor intent;
 - (d) Facilitate donor recognition where and when desired by donors in a manner consistent with the Sponsored Organization's naming and recognition policies; and
 - (e) Maintenance of donor information through the Foundation's database to code and identify donors and donor activity specific to the Sponsored Organization.
6. Reporting. At the cost and expense of the Sponsored Organization, the Sponsored Organization shall provide to the Foundation that information and those reports which the Foundation, in its discretion, determines that it needs to satisfy its obligations as Fiscal Sponsor under this Agreement. In addition, the Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations or grants, and shall provide copies of such materials to the Foundation.
7. Sponsorship Account. On behalf of the Sponsored Organization, the Foundation will establish a designated account for the Sponsored Organization (the "Sponsorship Account"), which shall be segregated on the Foundation's books and records. All amounts deposited into the Sponsorship Account will be used in support of the Sponsored Organization, less administrative charges as described below. Funds deposited into the Sponsorship Account shall belong to the Foundation, though dedicated to the Sponsored Organization. As a consequence, the Foundation shall bear the investment losses or enjoy the investment gains attendant to the investment of those Funds.

Only those persons designated by the Sponsorship Organization as Authorized Agent(s) shall have the right to request disbursements from the Sponsorship Account. Such disbursement requests shall be in writing, and shall include such supporting documentation as the Foundation needs in order to conclude that the requested disbursement is consistent with this Agreement. Upon receipt of such request and documentation, the Foundation shall make such disbursements as requested unless the Foundation concludes that the Sponsorship Account lacks the funds with which to make such disbursement, or that such disbursement is contrary to the terms of this Agreement.

8. Notice to parties:

Sponsored Organization:
Director of Spokane Parks, or designee
5th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Foundation:
Heather Beebe-Stevens
Executive Director
222 W. Mission Ave. #10
Spokane, WA 99201

Authorized Agent. The Sponsored Organization designates the Parks and Recreation Department's Director (currently Leroy Eadie), or designee, and correspondingly designated for the Park Board shall be its President (currently Chris Wright), or designee to act as Authorized Agent(s), through their normal budgetary approval processes.

9. Record Retention. The Foundation and Sponsored Organization will maintain all financial records relating to this Agreement for the term of this Agreement and for seven (7) years thereafter unless legally required to retain such records for some longer period of time. In addition, the Sponsored Organization shall retain all those records described at Paragraph 3, above, for the same duration set forth in the preceding sentence, unless legally required to retain such records for some longer period of time.

10. Publicity of Sponsored Relationship. Subject to donor intent and restriction, the Sponsored Organization will give proper credit to the Foundation in publicity regarding the Foundation's activities and efforts related to grants, contributions, and other funds made to the Foundation for the benefit of the Sponsored Organization's parks and park programs.

11. Administrative Charges. In consideration of the Foundation's agreement to sponsor the Sponsored Organization, the Sponsored Organization shall pay the Foundation five percent (5%) of each contribution to the Foundation directed to the Sponsored Organization. For purposes of the preceding sentence, funds transferred from the Sponsored Organization to the Foundation to be held and administered as described herein shall be deemed to be a contribution to the Foundation directed to the Sponsored Organization. In no event shall the Administrative Charges be less than an amount established from time to time by the Foundation's Board of Directors, currently two hundred dollars (\$200.00) per calendar year (prorated for a partial year). Notwithstanding the foregoing, the administrative charges set forth and described in this Paragraph 11 shall be subject to an increase if and during such times as the Sponsored Organization undertakes a capital campaign or similar project which materially increases the time, resources, and services necessary for the Foundation's fiscal sponsorship under this Agreement. As soon as is reasonably practicable, and in advance of the commencement of such project, the parties shall negotiate in good faith and establish a possible increase to the aforementioned five percent (5%) of each contribution's administrative charge that shall apply to such project. In addition, to the extent the Sponsored Organization undertakes such a capital campaign or similar project to which an increased administrative fee shall apply, the Foundation shall establish a separate account for such project which shall be administered pursuant to Paragraph 7, above.

Notwithstanding any portion of this Agreement to the contrary, if a specific project for which a separate account is established as described in the immediately preceding paragraph is completed, abandoned, or terminated, the Foundation may close such account and, in consultation with the applicable donor or donors but otherwise in the discretion of the Foundation, may apply the funds in such account to the Sponsored Organization's parks or park programs. Similarly, upon termination of this Agreement,

the general Sponsorship Account shall be closed and the Foundation, in its discretion, may apply the funds in such account to the Sponsored Organization's parks or park programs.

12. Term; Termination. This Agreement will commence on the Effective Date and will continue until the current Memorandum of Understanding expires in 2016, and at that time one (1) or both the Memorandum of Understanding and/or this Agreement will be renewed upon mutual agreement of the parties to continue on parallel terms of three (3) years, thus ending in 2019 unless earlier terminated pursuant to the terms hereof.. This Agreement will terminate, automatically, without further action, if any of the following events occur:
 - a. The Foundation requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Sponsored Organization fails to comply within a period of ten (10) days;
 - b. The Sponsored Organization fails to perform or observe any other covenant of this Agreement, and this failure remains uncured for a period of fifteen (15) days after notice in writing;
 - c. The Sponsored Organization is found to have undertaken any lobbying, attempts to influence legislation, or propaganda, without any obligation on the Foundation to have given notice thereof and with no opportunity to cure;
 - d. The Sponsored Organization has undertaken any act, which in the sole discretion of the board of the Foundation, sheds a negative light on the Foundation, without any obligation to give notice and with no opportunity to cure; or
 - e. Upon expiration of thirty (30) days after either the Sponsored Organization or the Foundation has given written notice of its intent to terminate the Agreement.
13. Responsibilities on Termination, Effect of Termination. If this Agreement is terminated, the Foundation and Sponsored Organization will comply with any termination conditions imposed by funding organizations, donors or grants.
14. Construction; Conflicting Provisions. This Agreement shall be deemed supplemental to, and not an amendment or replacement of, the Memorandum of Understanding except to the extent its terms modify or increase the parties' respective obligations under the Memorandum of Understanding. The parties hereby agree that if and to the extent that any terms of this Agreement and the Memorandum of Understanding conflict, the terms of this Agreement shall control.
15. Indemnification. Each party shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Neither party shall interfere with the day-to-day operations and management of the other party or the other party's staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any acts and omissions of its own staff, employees, officers, agents.
16. Dispute Resolution. If a dispute arises between the parties concerning the provisions of

this Agreement, the dispute shall be submitted to binding arbitration in the following manner: The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator. The other party shall respond with any additional or counter statement of the issue, or issues, to be arbitrated and shall designate the responding party's arbitrator, all within fourteen (14) days after receipt of the initial notice. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator. The arbitrators shall promptly, as the circumstances allow and within a time established by the majority of the arbitrators, conduct a hearing on the issue or issues submitted to them, and shall put their decision in writing, which decision shall be binding upon the parties. A decision by a majority of the arbitrators shall be the decision of the arbitration panel. The arbitrators shall have authority to award costs and reasonable attorney fees to either party in accordance with the merits and good faith of the positions asserted by the parties. In lieu of appointing three arbitrators and in accordance with the foregoing, the parties may, by written agreement, designate a single arbitrator. Except as provided herein the proceedings under arbitration shall be in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration. In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

17. Insurance. The Foundation represents that it and its employees, agents and subcontractors, in connection with the Agreement, are protected against the risk of loss by appropriate insurance coverage for the type of services rendered hereunder. 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 Sponsored Organization as Additional Insured.

During the term of the Agreement, the Foundation shall maintain in force at its own expense, the following types and amounts of insurance coverage:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Foundation's services to be provided under this Agreement; and
18. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Foundation agrees to comply with, and to require that all agents, employees and officers comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Foundation.
19. Assignments. The Foundation may not assign, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the Sponsored Organization, except as may be required by law.

20. Anti-Kickback. No officer or employee of the Sponsored Organization, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
21. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws and regulations that apply to the services under this Agreement, and are incorporated herein by reference.
22. Severability. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
23. Modifications. By mutual agreement the parties may modify this Agreement, including that dealing with the services of the Foundation to be provided pursuant to this Agreement. Such modifications shall be in writing executed by both parties.
24. Integration. This Agreement, including any and all exhibits and the related Memorandum of Understanding referred to herein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
25. Exposure to the Public Records Act.
In 1972 the voters in state of Washington adopted Initiative 276, which requires that most records maintained by state, county, city governments, and all special purpose districts be made available to members of the public. Frequent revisions over the past three (3) decades, and recodification into Ch. 42.56 RCW, the statutes are now referred to as the Public Records Act (PRA). The PRA statutes apply equally to "every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency." RCW 42.56.010(1)
Definition.
The definition of what is a "public record" is broad - RCW 42.56.010(3). The definition of "writing" is also broad - RCW 42.56.010(4). Papers, photos, maps, videos, and electronic records are all covered by the PRA.
Exemptions.
All local government records, including those of the Sponsored Organization are available for review by the public, unless they are specifically exempted or prohibited from disclosure by the state statutes. A listing of the primary exemptions are found at RCW 42.56.230 through RCW 42.56.480. Numerous other exemptions and disclosure prohibitions are sprinkled throughout the state statutes.
Result.
Subject to Paragraph 3, above, because the Sponsored Organization is subject to the PRA, when a valid Public Records Request (PRR) is submitted to the Sponsored Organization, the Foundation shall comply with the Sponsored Organization's obligation to produce applicable records related to the PRR. Subject to Paragraph 3, above, upon notification of a PRR related to the Foundation's relationship with the Sponsored Organization, the Foundation shall produce any and all papers, photos, maps, videos, and electronic records related to the PRR in their possession within the permissible timeframes allotted to the "public record" search.

26. Contributions and Donations Made Directly to the Sponsored Organization. The Sponsored Organization acknowledges and agrees that if and to the extent a donor requests that a contribution, donation, or gift be made directly to the Sponsored Organization and is not to be administered by the Foundation pursuant to this Agreement or otherwise, that the Sponsored Organization shall be solely responsible for the administration of such contribution, donation, or gift, and that the Foundation shall have no responsibilities or obligations with reference to the same, including but not limited to that set forth at Paragraph 5, above. In addition, in advance of any such contribution, donation, or gift to be made directly to the Sponsored Organization, the Sponsored Organization shall advise any such donor that the Sponsored Organization is not a tax exempt organization under the Internal Revenue Code, and that, consequently, any such contribution, donation, or other gift made directly to the Sponsored Organization will not be deductible under the Internal Revenue Code.

FISCAL SPONSOR:

SPOKANE PARKS FOUNDATION, a
Washington non-profit corporation

BY: Heather Seebach

ITS: Executive Director

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT:**

BY: [Signature]

ITS: Patricia Bonas President

Approved as to form:

[Signature]
Assistant City Attorney

15-686d

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

DRAFT

Guaranteed Maximum Price (“GMP”) Amendment

1. The City of Spokane (“City”) and Garco Construction, Inc., (“Design-Builder”) entered into the DBIA 530 Standard Form of Progressive Design-Build Agreement (as amended) for the City of Spokane Pavilion Project (“Design-Build Agreement”) on April 13, 2017.
2. The City of Spokane accepts the GMP Amendment Proposal submitted by Design-Builder pursuant to Section 6.6.1.4 of the Design-Build Agreement.
3. The parties hereby enter into the GMP Amendment, amending the Design-Build Agreement as follows:

3.1 The Project GMP is \$20,671,915 + WSST.

Pavilion (\$16,521,915 + WSST)

- 3.2 Design-Builder’s Lump Sum Fee as calculated pursuant to Section 6.2.1 of the Design-Build Agreement is \$745,000.
- 3.3 The Cost of the Work as defined in Section 6.3 of the Design-Build Agreement, inclusive of any Design-Builder’s Contingency as defined in Section 6.4.4 of the Design-Build Agreement and inclusive of the Validation Period Not to Exceed Amount established in Section 6.6.1.2 is \$15,271,276.
- 3.4 Design-Builder’s Lump Sum General Conditions Costs pursuant to Section 6.2.3 of the Design-Build Agreement is \$505,639.
- 3.5 The Basis of Design Documents, including a list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Amendment Proposal is attached hereto as Exhibit A.
- 3.6 The Scheduled Substantial Completion Date and Milestone Dates upon which the GMP are based and a schedule upon which the Scheduled Substantial Completion Date and Milestones Dates are based is attached hereto as Exhibit B.
- 3.7 The parties have established the following Not To Exceed Amounts: **N/A**
- 3.8 The parties have established the following Lump Sum Amounts: **N/A**
- 3.9 The Parties have established the Allowance Items, Allowance Values: **N/A**.
- 3.10 The parties have established unit prices: **N/A**.

Promenade (\$4,150,000 + WSST)

- 3.11 Design-Builder's Lump Sum Fee as calculated pursuant to Section 6.2.1 of the Design-Build Agreement is **\$184,051**.
- 3.12 The Cost of the Work as defined in Section 6.3 of the Design-Build Agreement, inclusive of any Design-Builder's Contingency as defined in Section 6.4.4 of the Design-Build Agreement and inclusive of the Validation Period Not to Exceed Amount established in Section 6.6.1.2 is **\$3,572,902**.
- 3.13 Design-Builder's Lump Sum General Conditions Costs pursuant to Section 6.2.3 of the Design-Build Agreement is **\$393,047**.
- 3.14 The Basis of Design Documents, including a list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Amendment Proposal is attached hereto as **Exhibit A**.
- 3.15 The Scheduled Substantial Completion Date and Milestone Dates upon which the GMP are based and a schedule upon which the Scheduled Substantial Completion Date and Milestones Dates are based is attached hereto as **Exhibit B**.
- 3.16 The parties have established the following Not To Exceed Amounts: **N/A**
- 3.17 The parties have established the following Lump Sum Amounts: **N/A**
- 3.18 The Parties have established the Allowance Items, Allowance Values attached as **N/A**.
- 3.19 The parties have established unit prices as attached as **NA**.

**RIVERFRONT PARK MODERNIZATION
SPOKANE PARKS AND RECREATION DIVISION**

**PAVILION DESIGN BUILD PROJECT
GARCO CONSTRUCTION**

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

GMP AMENDMENT

EXHIBIT A

1. US Pavilion Validation Pricing
2. Promenade GMP Budget Estimate - PENDING
3. Pavilion & Promenade Validation Period Basis of Design Submittal
4. Preliminary Pavilion Validation Period Basis of Design Submittal Questions/Responses
5. Pavilion & Promenade List of Assumptions & Clarifications - PENDING

US PAVILION VALIDATION PRICING

EXHIBIT A1

DESCRIPTION OF WORK	SUB TOTAL	GRAND TOTAL
SPECIFIED GENERAL CONDITIONS		
	\$	505,639
NEGOTIATED SUPPORT SERVICES		
	\$	352,324
DEMOLITION		
	\$	1,415,000
GENERAL SITEWORK/UTILITIES		
	\$	992,437
PAVILION FLOOR		
	\$	1,786,625
CENTRAL PLAZA/GREEN		
	\$	669,495
ADMINISTRATION BUILDING		
	\$	4,025,743
ELEVATION EXPERIENCE		
	\$	895,469
SHADING EXPERIENCE		
	\$	701,002
ILLUMINATION BLADES		
	\$	1,969,500

TOTAL DIRECT COSTS	\$	13,313,236
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INDIRECT COSTS

DESIGN FEES		
DB PROFIT & OVERHEAD		
B & O TAX		
LIABILITY INSURANCE		
PAYMENT & PERFORMANCE BOND		
CONTINGENCY		
SECTION SUBTOTAL	\$	3,208,679

TOTAL BASE BID COSTS	\$	16,521,915
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US PAVILION
VALIDATION PRICING

ALTERNATE WORK - NOT IN CURRENT GMP

DESCRIPTION OF WORK	SUB TOTAL	GRAND TOTAL
NORTH ENTRY RENOVATION		
SECTION SUBTOTAL	\$ 239,676	
GREEN ROOF/RIVERVIEW TERRACE		
SECTION SUBTOTAL	\$ 918,244	

DIRECT COSTS OF ALTERNATES	\$ 1,157,920
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DESIGN FEES	
DB PROFIT & OVERHEAD	
B & O TAX	
LIABILITY INSURANCE	
PAYMENT & PERFORMANCE BOND	
CONTINGENCY	
	\$ 228,136

TOTAL COSTS OF ALTERNATES	\$ 1,386,056
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TOTAL COST W/ALTERNATES INCLUDED	\$ 17,907,971
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DRAFT**PROMENADE GMP
BUDGET ESTIMATE****EXHIBIT A2**

Description	Quantity	Unit	Unit Price	Total	GRAND TOTAL
GENERAL CONDITIONS					
SECTION SUBTOTAL				\$	393,047
NORTH PROMENADE					
Building Demolition - Light Clean	3,086	SF	\$ 1.00	\$ 3,086	
Sawcut Pavement	5,000	LF	\$ 2.30	\$ 11,500	
Demolish Concrete Slab/Curbs/Gutters	300	CY	\$ 375.00	\$ 112,500	
Clear & Grub Site	60,000	SF	\$ 0.40	\$ 24,000	
Mass Excavation	2,100	CY	\$ 12.00	\$ 25,200	
Dust Control-Water Truck	3	MO	\$ 800	\$ 2,400	
Erosion Control (Silt Fence)	200	LF	\$ 11.10	\$ 2,219	
Tree Protection	47	EA	\$ 150	\$ 7,050	
Containment Liner	6,500	SF	\$ 10.00	\$ 65,000	
Culverts	2	EA	\$ 1,319	\$ 2,639	
Drainage Structures	7	EA	\$ 1,372	\$ 9,603	
Utility Vaults	3	EA	\$ 9,450	\$ 28,350	
Electrical Hookup	8,550	LF	\$ 9.00	\$ 76,950	
Storm Sewer Hookup	445	LF	\$ 30.00	\$ 13,350	
Water Hookup	205	LF	\$ 55.00	\$ 11,275	
18" Water Main	795	LF	\$ 185	\$ 147,075	
HMA Commercial	432	TON	\$ 120	\$ 51,840	
Crushed Rock Surfacing	11,700	SY	\$ 6.00	\$ 70,200	
Crushed Rock Paving	608	SF	\$ 8.00	\$ 4,864	
Site Furnishings - OFOI	1	LS	\$ 1.00	\$ 1	
Mobile Landscape Units - Alternate	-	EA	\$ 3,000	\$ -	
Hammock - Alternate	-	EA	\$ 8,500	\$ -	
Utility Outposts	4	EA	\$ 4,000	\$ 16,000	
Landscaping - Complete	1	LS	\$ 175,000	\$ 175,000	
Basalt Columns	1	LS	\$ 44,000	\$ 44,000	
Basalt Columns	1	LS	\$ -	\$ -	
Concrete Pavers	7,966	SF	\$ 12.50	\$ 99,575	
Pavers On Bridge	3,932	SF	\$ 6.00	\$ 23,592	
Field Paving	2,338	SF	\$ 12.50	\$ 29,225	
Stone Pavers	1,856	SF	\$ 45.00	\$ 83,520	
Extruded Stone Pavers	30	SF	\$ 200.00	\$ 6,000	
Sidewalks	16,066	SF	\$ 6.10	\$ 97,966	
North Promenade Metal Wall System	1	LS	\$ 180,000	\$ 180,000	
Steel Guardrails - Type 1	147	LF	\$ 250.00	\$ 36,750	
Steel Guardrails - Type 2	-	LF	\$ 350.00	\$ -	
Steel Guardrails - Panels	48	EA	\$ 250.00	\$ 12,000	
North Promenade Electrical	1	LS	\$ 155,000	\$ 155,000	
SECTION SUBTOTAL				\$	1,627,730

PROMENADE GMP **BUDGET ESTIMATE**

Description	Quantity	Unit	Unit Price	Total	GRAND TOTAL
MID HOWARD ST. PROMENADE					
Remove & Haul Asphalt to Dump	12,333	SY	\$ 2.81	\$ 34,607	
Demolish Concrete Slab/Curbs/Gutters	154	CY	\$ 387	\$ 59,622	
Clear & Grub Site	64,000	SF	\$ 0.40	\$ 25,600	
Mass Excavation	3,500	CY	\$ 12.00	\$ 42,000	
Erosion Control (Silt Fence)	120	LF	\$ 11.10	\$ 1,331	
Tree Protection	6	EA	\$ 150	\$ 900	
Containment Liner	1,700	SF	\$ 10.00	\$ 17,000	
Utility Vaults	3	EA	\$ 9,457	\$ 28,371	
Drainage Structures	1	EA	\$ 1,372	\$ 1,372	
Electrical Hookup	2,700	LF	\$ 9.00	\$ 24,300	
Storm Sewer Hookup	45	LF	\$ 30.00	\$ 1,350	
Water Hookup	110	LF	\$ 55.00	\$ 6,050	
18" Water Main	430	LF	\$ 185.00	\$ 79,550	
Crushed Rock Surfacing	2,700	SY	\$ 6.00	\$ 16,200	
Crushed Rock Paving	2,891	SF	\$ 8.00	\$ 23,128	
Utility Outposts	5	EA	\$ 4,000	\$ 20,000	
Mid Howard St. Metal Wall System	1	LS	\$ 255,000	\$ 255,000	
Site Furnishings - OFOI	1	LS	\$ 1.00	\$ 1	
Landscaping - Complete	1	LS	\$ 325,000	\$ 325,000	
Soil Cells - ALTERNATE	1	LS	\$ 1	\$ 1	
Salvaged Stone	1	LS	\$ 43,000	\$ 43,000	
Stone Pavers	4,347	SF	\$ 45.00	\$ 195,615	
Extruded Stone Pavers	62	SF	\$ 200.00	\$ 12,400	
Pavers(Precast)	4,327	SF	\$ 12.50	\$ 54,088	
Field Paving	5,701	SF	\$ 12.50	\$ 71,263	
Sidewalks	19,613	SF	\$ 6.10	\$ 119,595	
Mid Howard Promenade Electrical	1	LS	\$ 185,000	\$ 185,000	
SECTION SUBTOTAL					\$ 1,642,343

DIRECT COSTS	\$ 3,663,121
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Contractor/Design Costs	\$ 486,880
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TOTAL PROMENADE GMP	\$ 4,150,000
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**PROMENADE GMP
BUDGET ESTIMATE**

ALTERNATES					
Description	Quantity	Unit	Unit Price	Total	GRAND TOTAL
Mobile Landscape Units	31	EA	\$ 3,000	\$ 93,000	
Base Bid work on Canada Island	1	LS	\$ 200,000	\$ 200,000	
Butterfly Replica	1	EA	\$ 100,000	\$ 100,000	
Hammock	6	EA	\$ 8,500	\$ 51,000	
Soil Cells	1	LS	\$ 30,000	\$ 30,000	
SECTION SUBTOTAL				\$	474,000
Contractor/Design Costs					\$ 55,431
TOTAL COSTS OF ALTERNATES					\$ 529,431

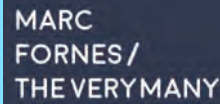


EXHIBIT A3

VALIDATION PERIOD BASIS OF DESIGN SUBMITTAL

Spokane Parks and Recreation
11.8.17

R E I M A G I N I N G T H E

' 7 4 E X P O U S P A V I L I O N



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LEAD ARCHITECT: NAC ARCHITECTURE

OVERALL PROJECT MANAGEMENT & CONSTRUCTION: GARCO CONSTRUCTION

LANDSCAPE ARCHITECT: BERGER PARTNERSHIP

LEAD DESIGNER OF SPECIALIZED ART & ARCHITECTURE: THEVERYMANY

TENSILE STRUCTURE SPECIALIST: SCHLAICH BERGERMANN PARTNER

PAVILION LIGHTING: PLADESIGNS

STRUCTURAL ENGINEER: DCI ENGINEERS

MECHANICAL ENGINEER: MW ENGINEERS

ELECTRICAL ENGINEER: NAC ENGINEERING

CIVIL ENGINEER: CH2M



EVERYDAY

1. Executive Summary

In the Progressive Design-Build process, the Basis of Design Submittal signals the end of the Validation Period and is a formal and critical piece of documentation from the Design-Build Team that identifies intents, scope and constructability assumptions. The Basis of Design documentation includes narrative description, product information, drawings and cost estimates, which altogether define the scope of the Pavilion Reimagining project. The complete Basis of Design Submittal is used to establish the GMP (Guaranteed Maximum Price) and therefore is a critical milestone in the Design-Build process prior to executing the contract for completion of the project by the Design-Build team.

The conclusion of the Validation Period and completion of the Basis of Design Submittal is still a very early stage in the design process. The program and priorities have come into focus and cost assumptions and allowances are assigned. One of the efficiencies of the Progressive Design-Build model is that the contractor and design team are able to articulate expectations about program elements, materials and constructability to guide cost, without having fully finalized or perfected the physical manifestation of the design. This allows costs and expectations to be brought into alignment early in the process, and focus priorities for the project within the construction budget, while lesser priorities are eliminated from the scope. Design is not over with the Basis of Design Submittal. Components included within the project scope will continue to be developed, refined and detailed in future phases of the project, always staying within the established budget.

A fundamental challenge of the Validation Period is to evaluate potential investment in subjective, hard to measure, but critically important experiences in addition to, and sometimes in lieu of easier to define and articulate spatial and functionality needs. The proposed concept for the new Pavilion addresses both function and experience. Throughout the Validation Period, the Design-Build team has worked collaboratively with the various Parks Committees to develop a concept that responds to the input, support and concerns that have been expressed in numerous venues by the Parks Board, City Council, Mayor and the Spokane Community. Ideas relating illumination of the Pavilion and replacement of the cover which was part of the original '74 Expo Pavilion (but only lasted a short time) received a high level of attention. The proposed concept for the new Pavilion also addresses illumination and shade elements within the Pavilion in a creative way that redefines and elevates a new vision for the Pavilion. The concept includes design components that are necessary to the programmatic function of the Pavilion and have been identified as having high priority and those components that will enhance the visibility, function and experience of the Pavilion.



2. The Vision

This project is “the Pavilion,” a reimagining of the EXPO ’74 US Pavilion. Our guiding premise is this- If we were to build this Pavilion today, what would be the appropriate cutting edge, optimistic and forward-looking Pavilion design that would be a Spokane icon and shape its presence in Riverfront Park for the next 50 years? While the project includes significant access, construction and program elements outside of what is commonly considered, “the Pavilion,” it is the success of the space below the crown tension ring and cable structure that will ultimately determine the success of this project.

THE Pavilion

The heart of the project, the Pavilion, already a civic icon, must be enhanced, so the experience upon arrival exceeds the experience from afar, with anticipation growing as you near. Upon entering an adventure; you are compelled to want to continue the exploration. Events and experiences are interspersed, and welcome the curation of ephemeral interventions, events and performances.

A. HOW WE WILL USE AND LOVE THE NEW Pavilion

Although many may think about the reimagined Pavilion primarily as an event venue, the space must also be a place that is used and loved by the Spokane community on days when it is not hosting a major event. As the centerpiece of Riverfront Park, it must be an integral part of the park environment serving daily passive recreation. In addition, it must become a multifunctional space that serves smaller gatherings and local concerts plus destination events and festivals.

CAPACITY: LIMITLESS

ACTIVITIES:

- 1 ACCESS AND CIRCULATION:**
FIVE AWESOME ACCESS POINTS (4 ADA)
FLOW-THROUGH CIRCULATION
- VIEWING:**
FALLS, CITY, SKY
- 2 PAUSING & GATHERING:**
GATHERING TERRACES, MOVABLE
FURNISHINGS, SEAT WALLS, FIRE PITS
- BASKING & ESCAPING:**
TERRACES, CENTRAL LAWN
- SCRAMBLING AND CLIMBING:**
TOPOGRAPHY, ELEVATION, NETS, RIVERVIEW
TERRACE
- LISTENING:**
INTEGRATED AUDIO, BUSKER
PERFORMANCES, PEOPLE AND THE RIVER
- PEOPLE WATCHING:**
LIVE PERFORMANCE, CRAZY KIDS, KID-LIKE
ADULTS, PETS AND MORE
- RESPIRE AND REFUEL:**
WEST BUILDING MARKET, PICNIC AND BBQ
TERRACES



CAPACITY: 300 AND UP

ACTIVITIES:

PASSIVE ELEMENTS REMAIN PLUS:

PAVILION ACCESS:
CONTROLLED OR UNCONTROLLED

PERFORMANCE BOWL:
OPTIMALLY LOCATED STAGE AND SOUND
OPTIONAL FLOOR SEATING OR STANDING
TERRACE SEATING

- 1 FOOD TRUCKS:
6-9 TRUCKS
- 2 BEER GARDEN:
MULTIPLE LOCATION OPTIONS
- 3 ADDED RESTROOMS:
SPACE FOR (16) STANDARD AND (6) ADA
PORTA-POTTIES

Note: Stage N.I.C.
(Shown for illustrative purposes only.)



CAPACITY: 3000 PLUS

ACTIVITIES:

- * SITE ACCESS:
(2-3) CONTROLLED ACCESS POINTS AND
TICKETING (NO LIQUOR PENS REQUIRED)
- 1 PERFORMANCE BOWL:
OPTIMALLY LOCATED STAGE AND SOUND
FOR MAXIMUM CAPACITY
OPTIONAL FLOOR SEATING (SHOWN FOR
700)
TERRACE SEATING
- 2 FOOD TRUCKS:
6-9 TRUCKS
- BEER GARDEN:
UNNECESSARY DUE TO CONTROLLED
ACCESS
- 3 ADDED RESTROOMS:
SPACE FOR (50) STANDARD AND (17) ADA
PORTA-POTTIES
- 4 BOOTHS/HOSPITALITY/MERCH TENTS:
(60) 10X10 BOOTHS (PLUS ADDITIONAL)
STAGING/COOKING AREAS
(3) 25X15 HOSPITALITY TENTS
(1) 20X40 MERCH TENT
(2) TEMPORARY COMMERCIAL KITCHEN
AREAS
- 5 WEST BUILDING INTERIOR EVENT SPACE:
USED FOR STAGING OR SERVICE AMENITY
- 6 CENTRAL GREEN B STAGE:
TEMPORARY 20X40 STAGE

Note: Stage N.I.C.
(Shown for illustrative purposes only.)



B. DESIGN ELEMENTS

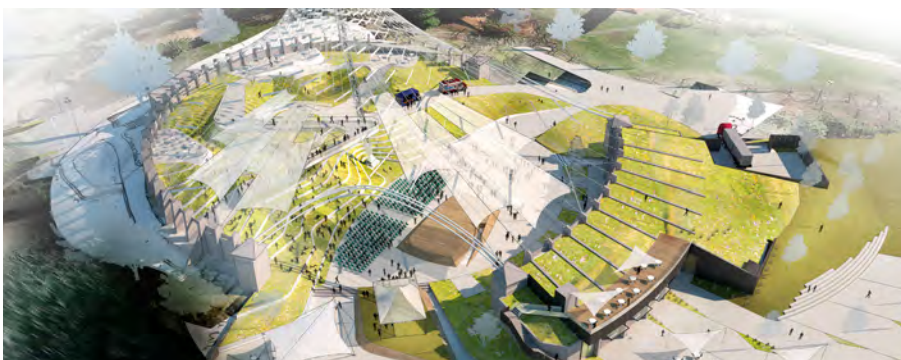
The Pavilion is in a unique setting- on an island in the center of Riverfront Park and in the heart of downtown Spokane. With this context comes amazing opportunity. The Pavilion is only a few feet from the Spokane River yet today, the river is barely perceptible from within the Pavilion. The Pavilion is also an iconic element of both the park and the Spokane skyline. If the Pavilion is to be seen by the public as revitalized, its signature design must be engaged with the solution in a meaningful way. Through the Validation Period, four major concepts for the reimagined Pavilion emerged to support the dual purpose of an event venue and everyday passive recreation, take advantage of its unique context and enhance its iconic image:



RIVER CONNECTION: Remove barriers and reconnect to the river through development of adjacent spaces and river views



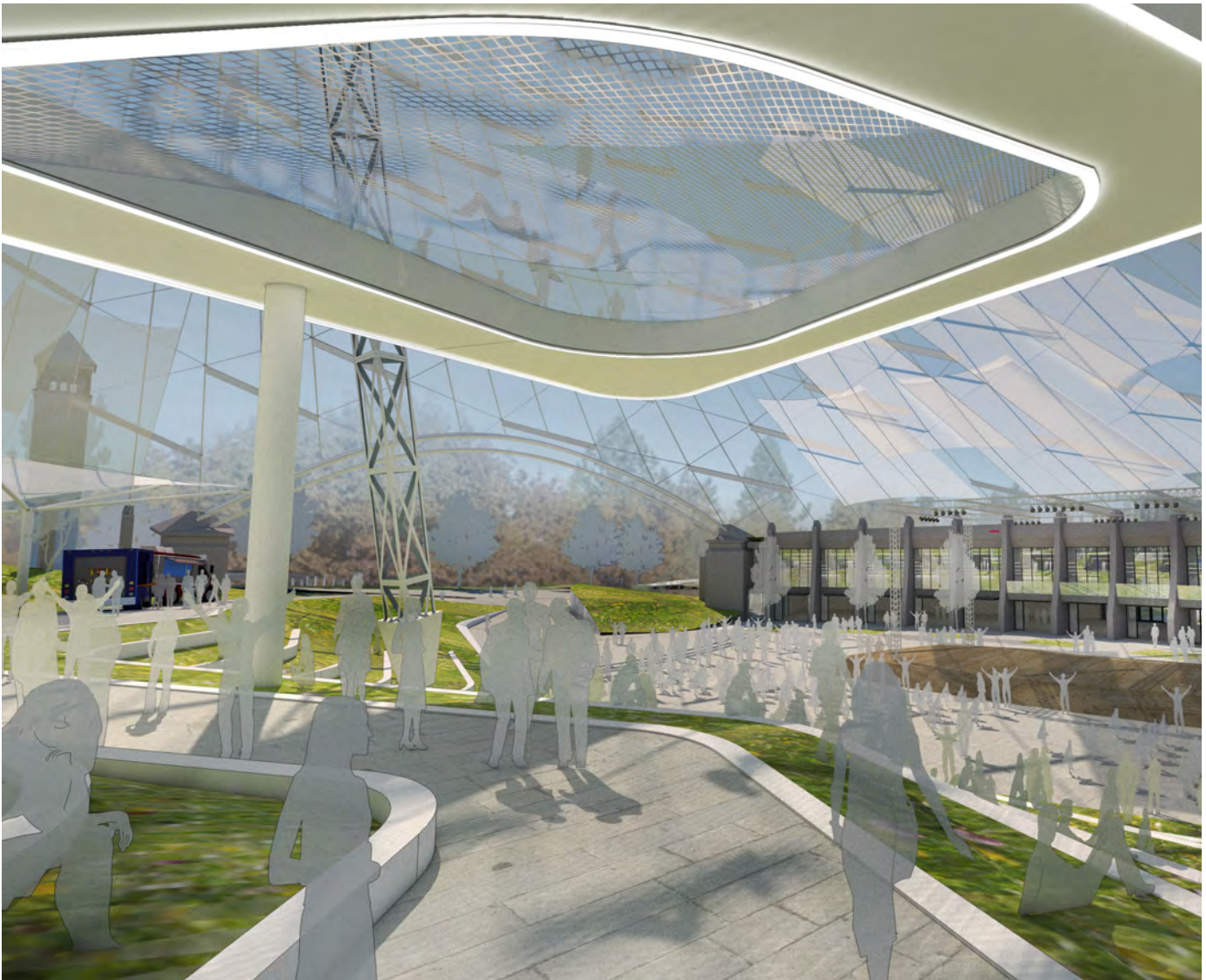
ILLUMINATION: Project light to highlight the form of the Pavilion structure at night and potentially express motion



SHADE: Develop partial shading elements for events, performers and the audience while maintaining the park environment

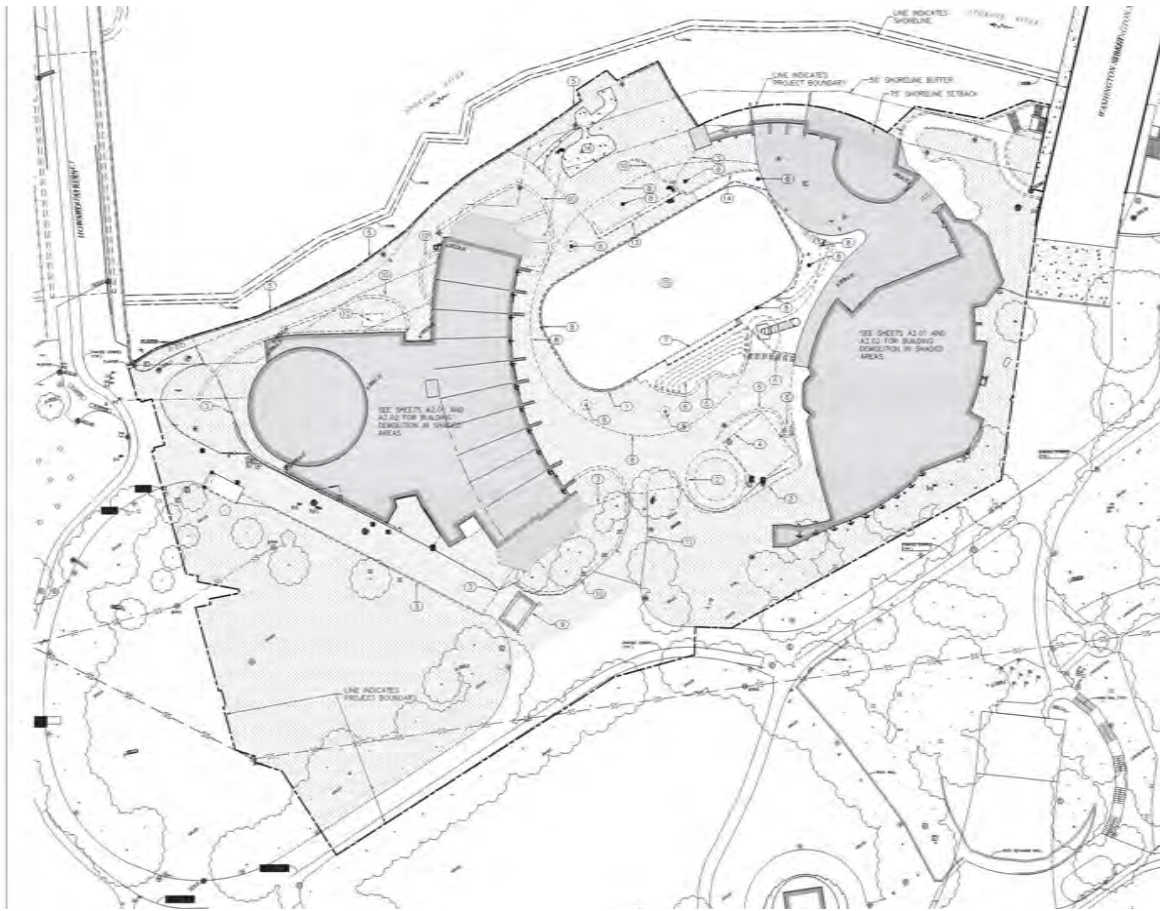


ELEVATION: Allow opportunities to achieve elevation not only for views of the river, park and city beyond but also for the experience of elevation



The primary design elements that fulfill the functional and programmatic demands plus reinforce these concepts are described within the Basis of Design Submittal:

- > **The Pavilion Floor:** landscaping and topography of the Pavilion floor- an attractive, wonderfully absurd landscape IS part of the park, but a welcomed juxtaposition to the pastoral park landscape, that is surprising and heavily programmed with events and activities. This landscape should be rich and engaging, with or without active events- the Pavilion floor spills out from under the cable net into the River's Edge, a paved gathering space just to the north.
- > **Central Green:** connection of the Howard Street Promenade to the Pavilion with new gateway spaces including the Central Green and Central Plaza
- > **West Building:** renovation of the West Building providing public spaces, offices, support spaces and a service yard for Pavilion and park operations
- > **Pavilion Illumination:** illumination of the cable net
- > **Shade Canopy:** canopy elements providing shade below the Pavilion cable net
- > **Elevated Experience:** perhaps the most challenging ambition of the project is to allow the Pavilion experience to extend above the ground plane and into the volume of space that the historic Pavilion structure claims

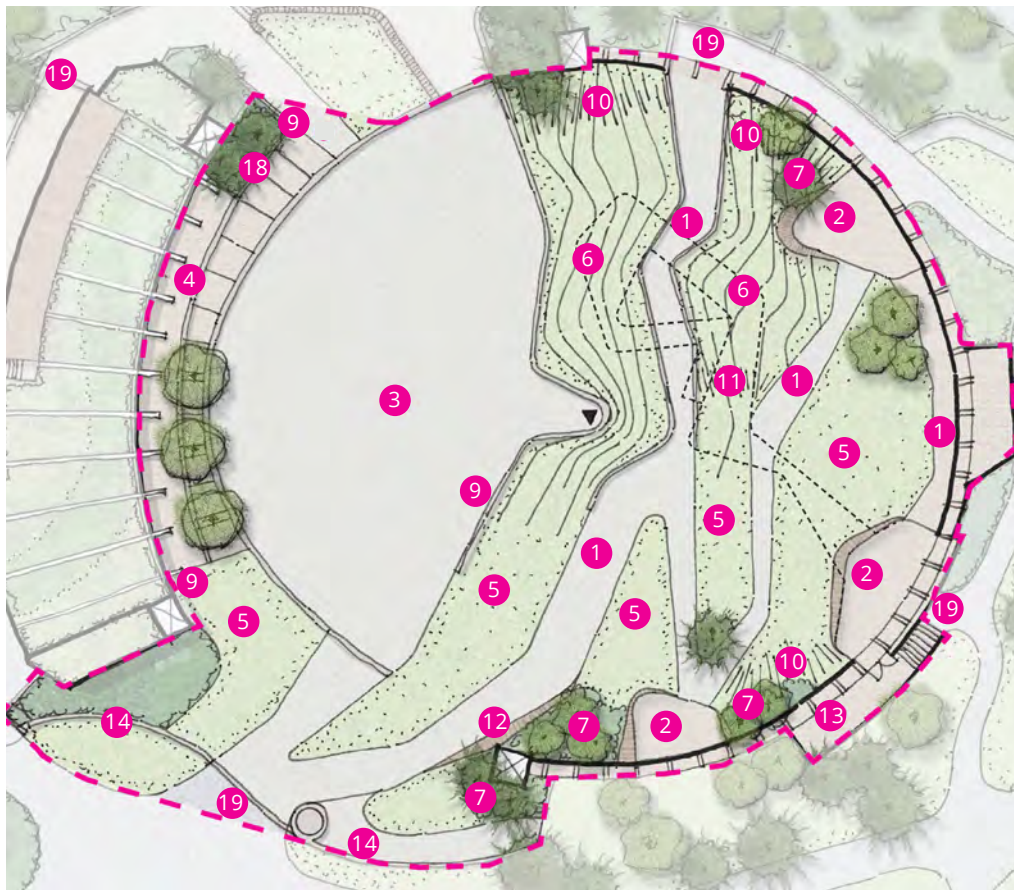


3. Demolition

Eliminate the “noise.” A first step in reimagining the Pavilion is demolition or removal of the various structures that have been added to the Pavilion over time. This includes the IMAX Theater and adjacent spaces that were constructed as an addition to the Pavilion several years after Expo ’74. While the IMAX building has a unique form and it is cherished by some both architecturally and emotionally, the 2014 masterplan called for it to be eliminated, in part, because its use as an IMAX theater is operationally obsolete and it is an internally focused building that does not activate Riverfront Park. Located west of the Pavilion, the IMAX severely impedes pedestrian circulation from the Howard Street Promenade to the Pavilion and it is a major obstruction preventing views and reconnection to the river.

The Science Center located in the southeast quadrant of the Pavilion oval, most recently used to house “The Spokane Story” but now unoccupied, will be demolished. The hockey locker room and other miscellaneous spaces located in the northeast part of the Pavilion and the kidney-bean shaped canopy structure over the ice rink will also be removed. While these components served a purpose when they were added, now is the time to clean the slate and return the Pavilion back to its original pure form.

In order to maintain the schedule for completion of the Pavilion project, documents to define the scope of demolition have been completed as a separate early package that will begin the construction process. This package has been submitted for permitting and demolition will be able to start this fall. Removal of hazardous materials, demolition of the structures noted previously and “gutting” the interior of the West Building will be included in the Early Demolition documents. A cost-saving strategy for the demolition phase will be to crush all demolished concrete on site and use it as fill material to build the topography within the Pavilion rather than haul it off-site. Although this package has been developed as a separate set of documents from other construction work, the cost for demolition will remain as part of the GMP.



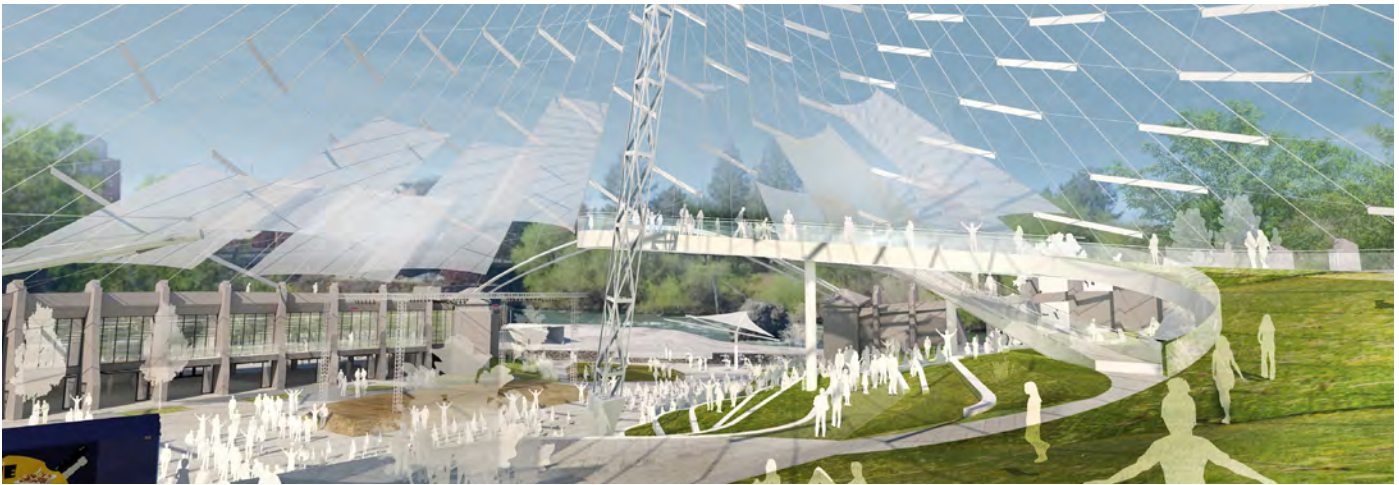
- 1 SWITCHBACK PAVING
- 2 GATHERING TERRACES
- 3 FLEXIBLE FLOOR PAVING
- 4 WEST BUILDING PAVING
- 5 SLOPING LAWN
- 6 TERRACED PERFORMANCE BOWL / LAWN
- 7 PLANTING
- 9 UTILITY OUTPOSTS
- 10 INFORMAL STAIRS / SCRAMBLE
- 11 FORMAL STAIRS
- 12 INTEGRATED EDDIES
- 13 EAST ACCESS / VIEWING TERRACE
- 14 SOUTH PORTAL
- 18 WEATHERED STEEL PLANTER
- 19 SECURITY FENCING/CONTROL

4. Pavilion Floor

The Pavilion is stripped of all unnecessary structures to return the form to the walls and spires from the dramatic tension ring to the cable net. The full area of the ring is reclaimed as park landscape, with the western third as a flexible floor space, and the eastern two-thirds as a series of terraces, slopes and pathways. This floor space is finished in a combination of paved hardscape, paved terraces, sloping lawn areas and limited areas of landscape planting.

Drawn to Havermale Island and the Pavilion by the net form, the Pavilion experience intuitively starts well outside the ring as visitors are drawn to the south portal, which is now freed of years of encroaching elements—rides, trees, and fencing. Instead, a new architectural wall creates a portal to welcome visitors to the Pavilion, providing a place to promote events, project art and information, and provide (ticketed) access control when desired. Upon passing through the portal, visitors are presented with a wonderful choice: drop downward into the flexible floor space and West Building, or choose to climb upward along an ADA accessible (5%) switchback route that includes significant gathering spaces for larger groups (picnic areas, party terraces, fire pits, etc.) as well as integrated eddies that welcome smaller groups of 1-5 to pause, enjoy and observe.

The reward for dropping into the landscape is a connection directly to the River's Edge as well as the activities of the floor space and West Building. The reward for climbing up through the space is the experience of the mast and net, views out to the river to the northwest, a connection to the NE entry from Washington Street, and a new access and viewing terrace that rings the uppermost edge to the east. The ultimate reward may be the elevated experience or in winter, an exhilarating sled ride back down to the Pavilion floor.



SPECIFIC ELEMENTS INCLUDE:

1. Switchback paving: Cast-in-place concrete with high quality finish
 - ▶ a. Include cost allowance for possible paving enhancement for limited areas of painted/applied surface or integrated paving medallions (precast or CIP concrete).
2. Gathering terraces (3 proposed):
 - ▶ a. Paving: Sand-set precast concrete pavers (possible pedestal set pavers over existing mechanical building outside of ring).
 - ▶ b. Battered walls (for leveling terraces): Crushed rock/gabion subsurface (CIP concrete or precast system if grades require) with veneer. Veneer to be unnatural material, unnatural cut stone, placed precast concrete or architectural panel.
 - ▶ c. Electrical infrastructure: An allowance to be provided in GMP to include power, assumed to be similar in form and amenity to those on the Promenade Design package. Important to note, electrical is NOT intended to be endless 110 outlets (some limited quantities to be provided), but larger power outlets to support event power distribution infrastructure. (Event power distribution infrastructure by events, not part of Pavilion GMP.)
 - ▶ d. AV/stage/sound and power infrastructure (at second terrace only) and power for spotlights.
 - ▶ e. Cover: (See Section 8)
3. Flexible floor paving: Bituminous aggregate (asphalt with the deliberate application/overlay of aggregate for a premium finish.
 - ▶ a. Include cost allowance for defined paving enhancement number for significant areas (30%) of painted/applied surface or integrated paving medallions (precast or CIP concrete).
4. Stage: (NOT included in GMP Scope) Purchased separately by Parks Department
5. West Building paving (both sides): Extensions of paving through the whole building, side to side, premium finish CIP concrete.
 - ▶ a. (3) Specimen trees in premium tree grate element.
6. Sloping and level lawn areas:
 - ▶ a. Typically, sloped grade between switchbacks (3:1 max. for mowing). Assume 12" free-draining soil over imported fill.
 - ▶ b. Possible under drainage (assume at low points adjacent to paving).
7. Terraced performance bowl and lawn areas:
 - ▶ a. Crushed rock/gabion structure and exposed vertical surface with CIP concrete or precast concrete cap (24"width). Or pre-cast concrete Eco-block retaining wall, CIP concrete cap, CIP Concrete mow-strip at base, all visible vertical structure faced with straight/curved ornamental metal panel veneer, backfilled with free draining material.

- › b. Natural grass lawn (assume 12" free-draining soil over imported fill).
 - › c. Possible under drainage (assume perforated line every 3-5 terraces).
- 8. Planting areas: Assume areas for buffering or experiential needs. 24" free-draining soil over imported fill.
 - › a. Assume 12 specimen trees (including some in lawn areas).
- 9. Irrigation: All planting and lawn areas, bidder design.
- 10. Utility outposts:
 - › a. Assumed, not located, (3) total adjacent to flexible floor incorporated into existing or planned vertical elements (walls and seating terraces), to match HSP details (in addition to three at each of the gathering spaces). Important to note, electrical is NOT intended to be endless 110 outlets (some limited quantities to be provided), but larger power outlets to support event power distribution infrastructure. (Event power distribution infrastructure by events, not part of Pavilion GMP.)
 - › b. Sanitary Sewer connections are NOT included in this area and are NOT part of the GMP scope.
- 11. Informal stairs/scramble: Cast-in-place concrete or precast concrete or gabions with precast cap (or combination thereof).
- 12. Formal stairs: Cast-in-place concrete with painted steel handrails.
- 13. Integrated eddies detail: Allowance for wood or architectural interventions along first switchback for seating.
- 14. East access and viewing terrace:
 - › a. Allowance for cast-in-place concrete steps, handrails, etc., from outside grade.
 - › b. Exterior, lockable gate system.
 - › c. Modifications of existing outside structure to make accessible surface, possibly pedestal set pavers.
- 15. South portal element:
 - › a. Architectural wall (CIP concrete with architectural veneer).
 - › b. Custom exterior, lockable gate system.
 - › c. Marque signage: Not in GMP Scope
 - › d. Ticket structure NOT included in GMP Scope.
- 16. Area lighting: Multi-head pole, large scale, complement to small scale used on other projects (per Lighting Design Guidelines), pole and fixtures TBD.
- 17. Mobile Landscape Units: An allowance for 18 of the already designed MLUs for the flexible floor area.
- 18. Wayfinding elements: Assumes (2) Type 1 wayfinding devices and (2) Type 4 wayfinding devices to be located.
- 19. Weathered steel planter (similar to HSP detailing).
- 20. Security Fencing/control: The Pavilion footprint (the inside of "the ring") can be secured at night, during the off-season and for ticketed events with features integrated Into the design, including:
 - › a. Access via the West Building is secured via the West Building.
 - › b. Access via the north portal is secured via a gate system as part of the "central Plaza Connector" (Item 10, in "River's Edge").
 - › c. Access via the Northeast Entry is secured via a gate system. (Item 6, in "Northeast Entry").
 - › d. Access via the East entry is secured via a gate system. (Item 13, above).
 - › e. Access via the South Portal is secured via a gate system and architectural wall (Item 14, above).
- 21. Ticketing/point-of-sale/will call and Security:

Ticketing/point-of-sale/will call and Security/metal detectors can be located at any of the five (5) gated access points described herein. Ticketing/point-of-sale/will call and Security/metal detectors are not NOT included in GMP scope and are the responsibility of event or RFP staff mobilization.



- 1 TERRACE
- 2 SERPENTINE SEATWALL / BENCH
- 3 STAIRS
- 4 EXISTING BASALT WALL
- 5 RAILING
- 6 LAWN
- 7 LIMITS OF SIGNIFICANT GRADING
- 8 PLANTING
- 10 UTILITY OUTPOSTS
- 11 CENTRAL PLAZA CONNECTOR

A. River's Edge

A highlight of the reimagined Pavilion is the strengthened visual and physical connection to the Spokane River, via the River's Edge. Occupying the existing north Pavilion portal, the terrace removes both structure and vegetation that blocks views above grade, while it also removes imported fill to provide a sloping grade from inside the Pavilion toward the river.

The River's Edge can be programmed as an integral part of Pavilion floor events (such as food, beer garden or other amenity uses) or it can also be programmed with separate smaller scale events independent of the Pavilion floor such as receptions, parties and other social events.

While grading is a key part of this design, the design team recognizes the wildcards of excavation, so grading is limited to strategic areas. Furthermore, contractually, a grading allowance is to be provided for anticipated grading. Should difficult conditions be encountered, grading design would be modified to reduce excavation needs within budget realities.

SPECIFIC ELEMENTS INCLUDE:

1. The terrace: Premium paving, assume precast concrete pavers (to match HSP).
2. Serpentine seatwall/bench: Cast-in-place base with carpentry top (Streetlife Rough & Ready Curve Benches <http://www.streetlife.nl/en/product-selector/product/rough-ready-curve-benches>)
3. Stairs: Cast-in-place concrete with painted steel handrails.
4. Existing basalt walls to remain.
5. Riverside railing: Existing basalt wall to be removed and replaced with a visibly transparent stainless steel mesh railing (to match railing at HSBS).

6. Lawn area:

- ▶ a. Assume 12" free-draining soil over imported fill.

7. Limits of significant grading, dropping at 5% from Pavilion floor to river's edge.

8. Planting areas: Existing trees and grades to remain with soil enhancement and new understory plantings.

9. Irrigation: All planting and lawn areas, bidder design.

10. Utility outposts: Assumed, not located, (1) to match HSP details, incorporated into existing or planned vertical elements (walls and seating), to match HSP details. Important to note, electrical is NOT intended to be endless 110 outlets (some limited quantities to be provided), but larger power outlets to support event power distribution infrastructure. (Event power distribution infrastructure by events, not part of Pavilion GMP.)

11. Central Plaza connector: To match central plaza base paving, bituminous aggregate (asphalt with the deliberate application/overlay of aggregate for a premium finish).

- ▶ a. A custom, exterior, lockable gate system.



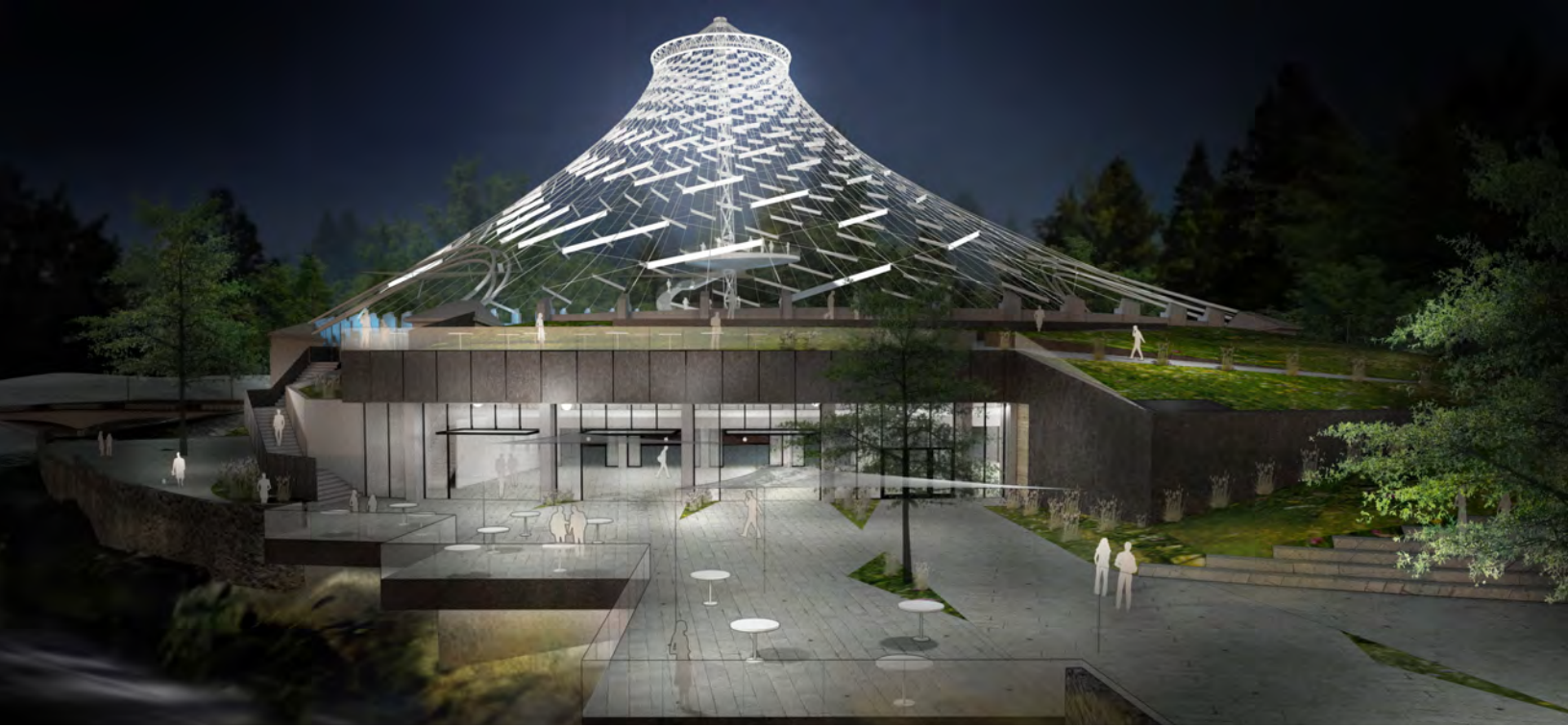
B. Northeast Entry (Alternate except for ADA access)

The northeast entry, little used today, becomes an important access point from the North Bank over the Washington Street Bridge, connecting along a new riverside walk to a currently existing, but unused portal on the north side of the Pavilion. The Washington Street sidewalk is relatively narrow and connects to an existing switchback trail that does not meet ADA standards. This area is to be improved, with some of the existing basalt walls and paving remaining, but with a new ADA-compliant ramp providing a connection from the existing bridge sidewalk to the new access portal. This new entry walk is constructed within the existing footprint of the Pavilion in the to-be-demolished storage structures on the "outside" of the Pavilion ring. An alternate component of the reimagined entry is a new staircase and connection directly into the park adjacent to the Washington Street Bridge.

SPECIFIC ELEMENTS INCLUDE:

1. Cast-in-place concrete ramp with stainless steel handrail.
2. Riverside railing: A visibly transparent stainless steel mesh railing (to match railing at HSBS).
- 3 Existing basalt walls to remain.
4. ALTERNATE: Cast-in-place stairs, handrails and path (to connect directly into the park and Havermale Promenade).
5. Planting: New trees and plantings added to enhance the buffer of outside the Pavilion.
6. Lawn area: Assume 12" free-draining soil over imported fill.
7. Exterior, Custom lockable gate system.
8. Provide power and low voltage rough-in for future exterior signage/projection opportunity.





5. Central Green

The Central Green is a new space in Riverfront Park, replacing the IMAX Meadow and the space occupied by the IMAX Theater with a single new space designed to welcome events and performances, replacing and surpassing the function of the Gondola Meadow. The Central Green merges with the Howard Street Promenade to the west and becomes a new gateway to the revitalized Pavilion to the east, providing a strengthened connection and enhanced views to the Spokane River. The Central Green includes two elements: Central Plaza and Central Green.

A. Central Plaza

The Central Plaza is a paved area that provides a connection between the Howard Street Promenade and Pavilion along the river, forming the heart of a space that welcomes flexible and ever-changing events and providing utility support to enable them.

SPECIFIC ELEMENTS INCLUDE:

1. Landscaped wall/veneer at subterranean building: Veneer to be basalt (to match Loeff), placed precast concrete or architectural panel.
2. Serpentine seatwall/bench: Cast-in-place base with carpentry top (Streetlife Rough&Ready Curve Benches <http://www.streetlife.nl/en/product-selector/product/rough-ready-curve-benches>)
3. Central Plaza Paving: Bituminous aggregate (asphalt with the deliberate application/overlay of aggregate for a premium finish).
 - ♦ a. Include cost allowance for definite paving enhancement number for significant areas (30%) of painted/applied surface or integrated paving medallions (precast or CIP concrete) to create pattern that strongly relates to the elements and context of the adjacent Pavilion and Howard Street Promenade.
4. West Building paving (both sides): Extensions of paving through the whole building, side to side, premium finish CIP concrete.

5. Riverside railing: Existing basalt wall to be removed and replaced with a visibly transparent stainless steel mesh railing (to match railing at HSBS).
6. Existing basalt walls to remain.
7. Grading: Plaza grading generally slopes from east to west at 2% slope.
8. Rain gardens/plantings: At the downhill slope of the plaza, rain gardens capture and treat runoff while also providing a buffer between the plaza and HSP and a backdrop to performances/events in the plaza.
9. Planting areas: Assume areas for buffering or experiential needs. 24" free-draining soil over imported fill.
10. Irrigation: All planting and lawn areas, bidder design.
11. Lighting: Lighting is assumed to be provided by large-scale multi-head poles with high power area lights (per Lighting Design Guidelines).
12. Utility outposts: In addition to the (4) utility outposts provided in the HSBS project, an additional (2) outposts are included on the eastern edge of the plaza, incorporated into existing or planned vertical elements (walls and seating), to match HSP details. Important to note, electrical is NOT intended to be endless 110 outlets (some limited quantities to be provided), but larger power outlets to support event power distribution infrastructure. (Event power distribution infrastructure by events, not part of Pavilion GMP.)
13. Flagpole
14. Temporary Event Fencing is NOT included in GMP scope. Event fencing is the responsibility of event or RFP staff mobilization.
15. Temporary Event ticketing is NOT included in GMP scope. Event fencing is the responsibility of event or RFP staff mobilization.



CENTRAL PLAZA

- 1 LANDSCAPED WALL / VENEER
- 2 SERPENTINE SEATWALL / BENCH
- 3 CENTRAL PLAZA
- 4 WEST BUILDING PAVING
- 5 RAILING
- 6 EXISTING BASALT WALL
- 8 RAIN GARDENS / PLANTING
- 9 PLANTING
- 12 UTILITY OUTPOSTS

CENTRAL GREEN

- 1 GREAT LAWN
- 2 SLOPING LAWN SEATING
- 3 EAST PLANTING
- 4 TREES
- 5 M&O SCREENING WALL



B. Central Green:

A softer, green companion to the central plaza to its north, the Central Green is a relatively flat lawn area that slopes to match the adjacent plaza. The Central Green welcomes larger events to expand southward beyond paved hardscape into the lawn area. Absent events, the great lawn is a calm space with large-scale trees (when given time to grow) that provide valued shade in summer.

SPECIFIC ELEMENTS INCLUDE:

1. The great lawn:
 - ▶ a. A uniform, sloping, well-draining lawn with possible under-drainage to enhance wet-weather performance.
 - ▶ b. Assume 6" free-draining soil over restored subgrade.
2. Sloping lawn seating area:
 - ▶ a. Typically, sloped grade (3:1 max. for mowing). Assume 12" free-draining soil over imported fill.
 - ▶ b. Possible under drainage (assume at low point adjacent to Central Plaza).
3. The east planting: The existing berm is increased, existing trees retained, and new trees and plantings added to enhance the buffer of the new service yard.
4. Tree planting in lawn.
5. M&O screening wall: CMU (or CIP concrete) wall to retain up to 6' of soil berm (and planting) plus an additional 48" of screening.
6. Irrigation: All lawn and planting areas, bidder design.



GREEN ROOF (ALTERNATE)

1a

ZONE 1

1b

ZONE 2

1c

ZONE 3

3

TERRACE EMERGENCY EGRESS PATH

4

LANDSCAPE FENCING

C. West Building Green Roof (Alternate)

An extension to the Central Green's great lawn and planting is the reintroduction of topography and green roof over top of the West Building as it originally was in Expo '74. The new landscape will not be pristine lawn as it once was, but rather a series of native-inspired plant communities that wraps the character of the gorge landscape over the building. A switchback path and stairs provide emergency egress from the Riverview Terrace.

SPECIFIC ELEMENTS INCLUDE:

1. The green roof over the West Building consists of (3) different conditions and green roof designs:
 - ▶ a. Zone 1: Green roof over the proposed restrooms: A 12" profile green roof is restored over existing roof grades to provide adequate support for woody shrubs. An outcropping of additional depth is provided with a steel planter to allow 2-3 trees.
 - ▶ b. Zone 2: Largely on grade, with a small percentage of structural slab, planting with the same character as Zone 1, including trees.
 - ▶ c. Zone 3: A 12" green roof profile supporting (3) bands of native inspired grasses between (not covering) the existing structural roof ribs.
2. Irrigation: All planting areas, bidder design.
3. Terrace emergency egress path: Minimal crushed rock or precast paver pathway as required to meet egress requirements. Path to be screened and minimized from view from the Central Green.
4. Landscape fencing: Minimally visible fencing to delineate/limit access to the green roof from the Central Green.

ADDITIONAL CONSIDERATIONS:

5. See Section 6 for the Riverview Terrace (ALTERNATE).
6. Waterproofing and drainage requirements of all new and existing West Building structures are noted in Section 6.
7. Existing external roof ribs are to remain visible and get adequate cleaning/flashing/architectural restoration to enhance appearance.

D. HOWARD STREET PROMENADE

The Howard Street Promenade (HSP) reimagines the existing Howard Street Corridor as the primary North/South spine through Riverfront Park and to the neighborhoods beyond. The first Section of the promenade has been designed, bid and is in construction from the North side of the new Howard Street Bridge South (HSBS) to Spokane Falls Boulevard. The remainder of the HSP consist of two distinct sections, the south, from north side of HSBS to the south limits of the mid channel bridge (Blue Bridge) and the north, from the north limits of the mid-channel bridge to the intersection of Howard and Mallon. (The mid-channel bridge is NOT part of the HSP scope,)

SPECIFIC ELEMENTS INCLUDE:

1. HSP design as documented in the 7/7/2017 90% HSP design set as a \$4,400,000 allowance.
2. HSP related waterline replacement as documented in the 7/7/2017 90% HSP design set as an additional \$453,000 allowance.

ADDITIVE DESIGN ELEMENTS INCLUDE:

The following design elements are included in the 7/7/2017 90% HSP design or have subsequently been identified as desired program elements. These elements are NOT included in the 4.4 million allowance, but would be priorities for incorporation in the project as cost efficiencies are realized in the project. (Elements are not in a prioritized order.)

1. Restoration and re-installation of Expo Butterfly at Howard and Mallon.
2. Cast-in-place concrete flush Curb at Centennial Trail.
3. Additional Mobile Landscape Units (MLU's) for placement along the promenade.
4. Additional Utility outposts.
5. Installation of permanent Hammocks at north gateway.
6. Installation of coil cells for select "paving locked" trees on the promenade.



6. West Building

A. Program and Floor Plans

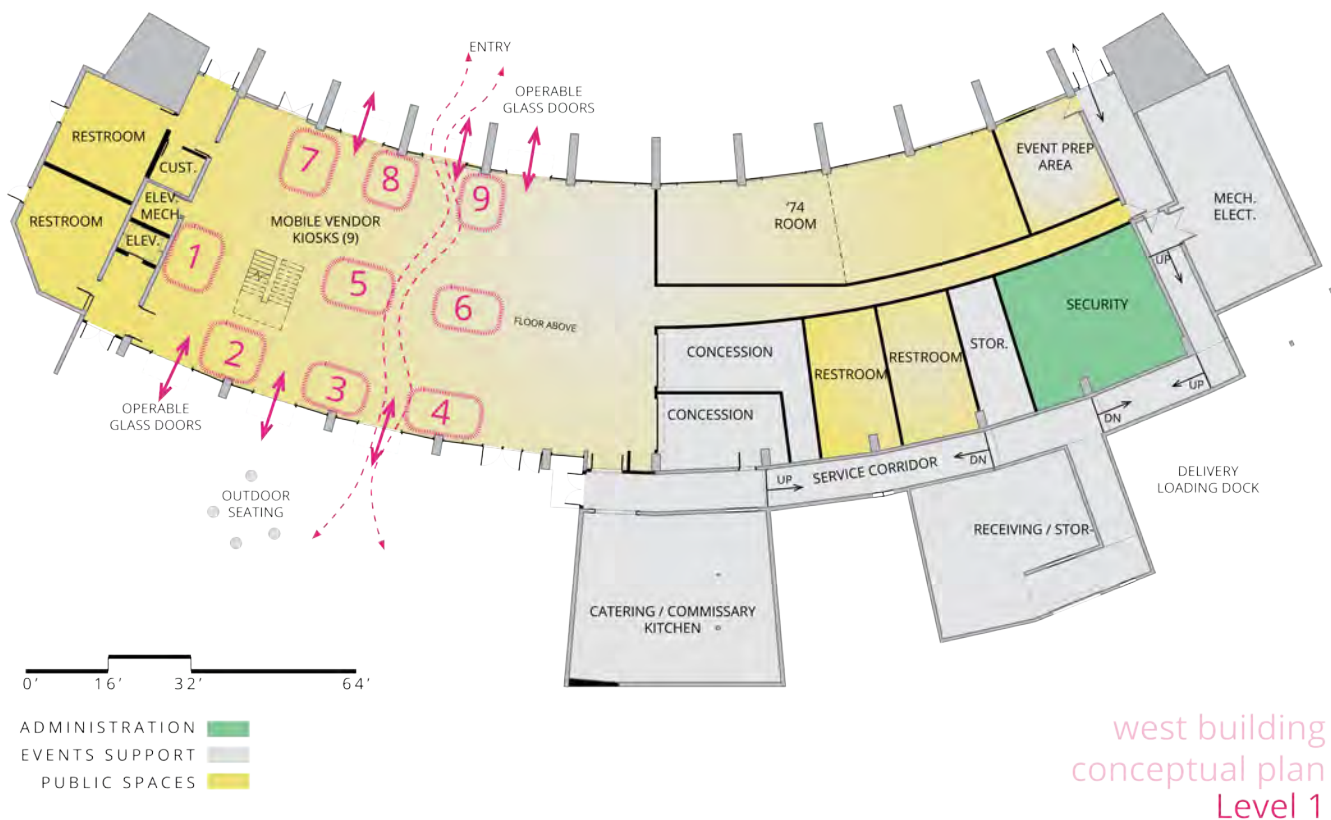
The original West Building on the edge of the Pavilion's cable net structure includes approximately 21,800 square feet (SF) of floor area. The IMAX and additions further west of the original building are proposed to be demolished to accommodate connections between the Pavilion, the Howard Street Promenade and the river as part of development of the Central Green. The initial Request for Proposal (RFP) included a preliminary program of spaces with administrative office space and event/support space (see below). The programmed 17,995 SF as indicated in the RFP program is readily accommodated by the existing floor area. Existing non-structural partition walls, ceilings, finishes and utilities will be demolished as part of the Early Demolition package described previously. Existing structural elements will remain and the existing floor area will be utilized for the new program areas.

SPACE AREA ALLOCATION AND PROGRAM PROVIDED IN RFP

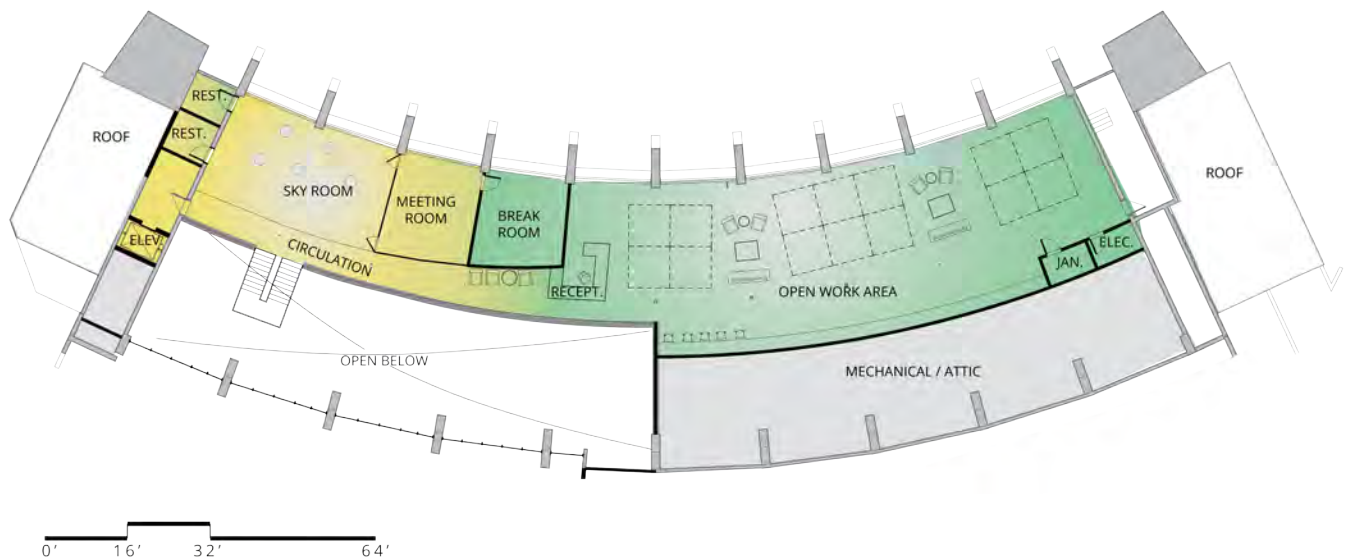
NO.	INTERIOR SPACES	AREA*		REMARKS
1	Administration	5,450	sf	
2	Office: Director	300	sf	
3	Office: Assist Director	100	sf	
4	Office: Security	600	sf	1 Manager, video monitoring station, lockers
5	Meeting Room	400	sf	400/15 = 26 occupants
6	Work Room (w/8 work stations)	350	sf	For temp staff
7	Office: Staff (12 offices)	1,200	sf	
8	Lunch/Break Room/Lockers	400	sf	650/20 = 32 occupants
9	Storage	350	sf	
10	Restrooms/Custodial	450	sf	3 stalls/RR; more preferred
11	MPE/IT	300	sf	
12	Circulation	1,000	sf	20% +/- of Admin area
13				
14	Events/Support	12,545	sf	
15	Ticketing/Main Entry/Breakout	4,000	sf	4,000/10 = 400 occupants
16	Restrooms/Family/Janitorial	800	sf	4 2=stalls/RR
17	Leasable Meeting/Party Rooms	1,200	sf	1200/15 = 80 occupants
18	Catering/Commissary kitchen	1,000	sf	
19	Leasable Kitchen (Food Court)	800	sf	With Concessions Windows (2 total)
20	Chef's Office	150	sf	1 occupant
21	Food Service Storage	600	sf	Dry & cold
22	Food Service Deliver Dock/Waste	320	sf	
23	Green Rooms/Changing rooms/Restrooms	375	sf	
24	MPE/IT	700	sf	
25	Circulation	2,600	sf	25% +/- of Events/Support
26	Interior Space Total	17,995	sf	* Interior areas represent gross square footages

The proposed plan breaks the divides the building into 5 major zones:

- > First floor north is porous and open between the Central Green and the Pavilion oval allowing one to easily move between all three areas. This area is approximately 4000 SF and was noted to be “Ticketing/Main Entry/Breakout” on the preliminary program. The area is currently envisioned as a flexible, multipurpose, public gathering space. It could be used as an entry foyer for the Pavilion or an interior gathering or festival space. It will also include designated areas for multiple mobile vendor kiosks that include utility connections (power and telecommunications). Three stations will have plumbing (water and sewer). The vendor kiosks can accommodate longer term leases or be truly temporary and moved in and out depending on the requirements of various events.
- > First floor southwest contains support spaces including two leasable concession spaces. A shared kitchen can be used by vendors or as a catering space for the public gathering area or the flexible meeting spaces. Large public restrooms accommodate users within the Pavilion or those within the West Building. Also included is the receiving and storage area, security office, storage and the green room.
- > First floor southeast contains flexible meeting spaces that view and can open up into the Pavilion and can be used as dressing rooms for performers for some events.



- > Second floor north includes the sky room, a public seating or gathering area or a private rentable space. A new elevator provides access to the second floor and the rooftop River Terrace seating area above.
- > Second floor south will be administration office and mechanical spaces. Further development of the spaces within the administration office will occur after the Validation Period.



west building
conceptual plan option 1
Level 2

B. Interior and Exterior Improvements

SPECIFIC ELEMENTS INCLUDE:

1. Selective demolition is included in the Early Demolition package.
2. Existing structural floors, columns, walls and roof structure to remain. Except for new mechanical platforms, no new structural components are anticipated.
3. Exterior Envelope
 - ▶ a. Replace all windows with low-e glass and new aluminum storefront system. Provide large operable windows at the Sky Room overlooking into the Pavilion Floor.
 - ▶ b. Provide aluminum/glass operable hanger type doors (similar to "Crowndoors 50/50") at lower level openings to the Pavilion and the Central Green.
 - ▶ c. Remove existing paint from concrete structure where applicable.
 - ▶ d. Clean and seal existing concrete.
 - ▶ e. Concrete walls on the west elevation to be covered with a zinc-panelized rainscreen system.
 - ▶ f. Provide new loading dock equipment at the service yard.
 - ▶ g. New roofing system.
4. Interior Improvements
 - ▶ a. New partition walls to be primarily metal studs with gypsum board sheathing. Exterior walls are to be furred out with new metal studs, batt insulation, vapor barrier and gypsum board sheathing. Provide one operable wall at the '74 Room.
 - ▶ b. Typical walls to be finished with paint or vinyl wallcovering at select locations. Sanitary wall covering (FRP) in kitchen and concession spaces.
 - ▶ c. Public areas will be finished with low maintenance finishes, utilizing structure-as-finish where possible.

- › d. Ceilings in public spaces to be suspended, linear (plank), acoustic wood ceiling system.
- › e. Ceilings in private offices to be suspended acoustic ceilings.
- › f. Floor finishes include carpet at office spaces and polished concrete or porcelain tile at public spaces.
- › g. New doors to be primarily steel frames with wood doors; steel doors at utilitarian rooms. Door hardware to comply with Park Standards.
- › h. New stairs at all locations to be of steel structure with precast concrete treads and risers. Guardrail at stairs and balconies to be custom-designed steel with glass panels at the open stair at the main entry. Steel guardrails with SS cables at the exit stairs.
- › i. Casework to be standard plastic-laminate clad with specialty casework finishes at the reception desk and conference room.
- › j. Provide new three stop elevator (elevator travels to Riverview Terrace above) and associated machine room.
- › k. Commercial kitchen equipment and hood where required in the kitchen (assume \$60,000 equipment allowance).
- › l. Leasable concession spaces to be “shelled-out” only (water, sewer rough-in at three locations in each space and power/telecommunications rough-in) with tenant improvements occurring in a future phase. Vendor kiosks in the main entry, A/V equipment and office systems furniture are considered FF&E and are not included in the GMP budget.

3. Mechanical

- › a. Completely new HVAC and plumbing systems. See Mechanical Scope of Work description for additional information.

4. Electrical

- › a. Completely new electrical systems (power, lighting and low voltage systems, etc.). See Electrical Scope of Work description for additional information.

C. Service Yard

While not the most glamorous of Pavilion design elements, it is essential to the Pavilion’s success. The service yard is maintained in its historic location at the southwest corner of the West Building, adjacent to service functions within the West Building. Access to the service yard is from the existing Havermale Promenade and tree allée in the general location of an existing service access (currently hidden behind Lonnie Bill’s), where there is adequate existing asphalt service roads to allow back-in access or front-in access for smaller vehicles. The existing service yard is expanded westward and screened by a retaining wall and planted berm. Expanded space is presumed to be used for additional storage and vehicle space. In addition to providing a functionally adequate service yard, effort is given to obscuring it from the visitor park experience, as the reimagined Pavilion has no “back side.”

SPECIFIC ELEMENTS INCLUDE:

1. Service yard paving: New asphalt is added to meet and match the existing service yard paving.

2. Access and parking for:

- › a. (2) Trucks/coach spaces (up to semi size)
- › b. (3) Golf carts
- › c. (1) Typical cruiser/Maint. vehicle (pickup to SUV)
- › d. (2) 20 yard dumpster (8x20)
- › e. (1) Grease waste container (assume 5'x6')

3. (1) Truck well/freight dock: A new cast-in-place concrete sunken truck well is added along the west side of the yard, sized

to accommodate a 32-foot box truck or larger with on-grade trailer access. The truck well can serve larger trucks as well (up to semi-tractor-trailer).

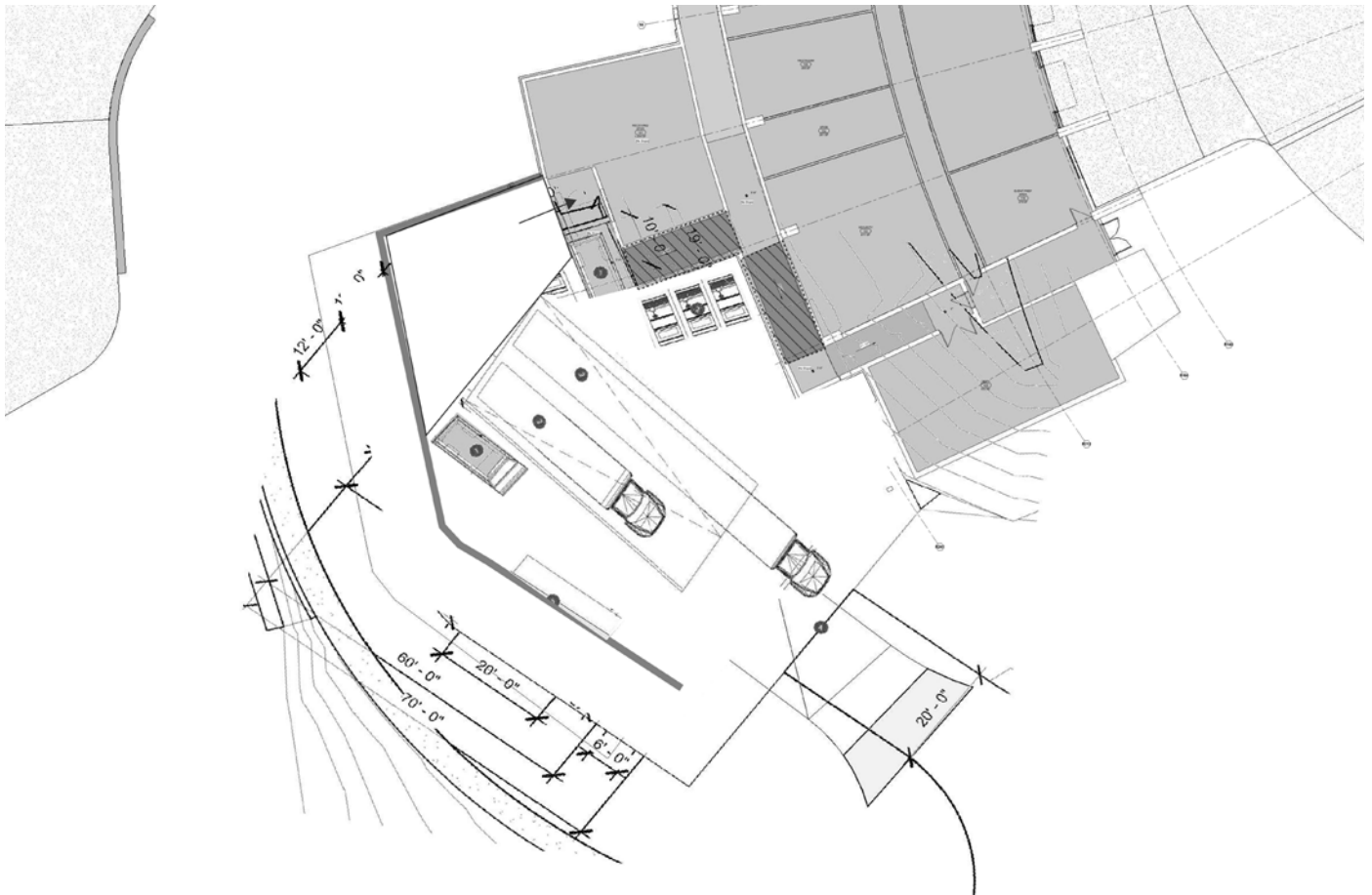
4. The west wall: A CIP concrete or CMU retaining wall will enlarge the service yard and rise above grade to provide additional screening from outside.

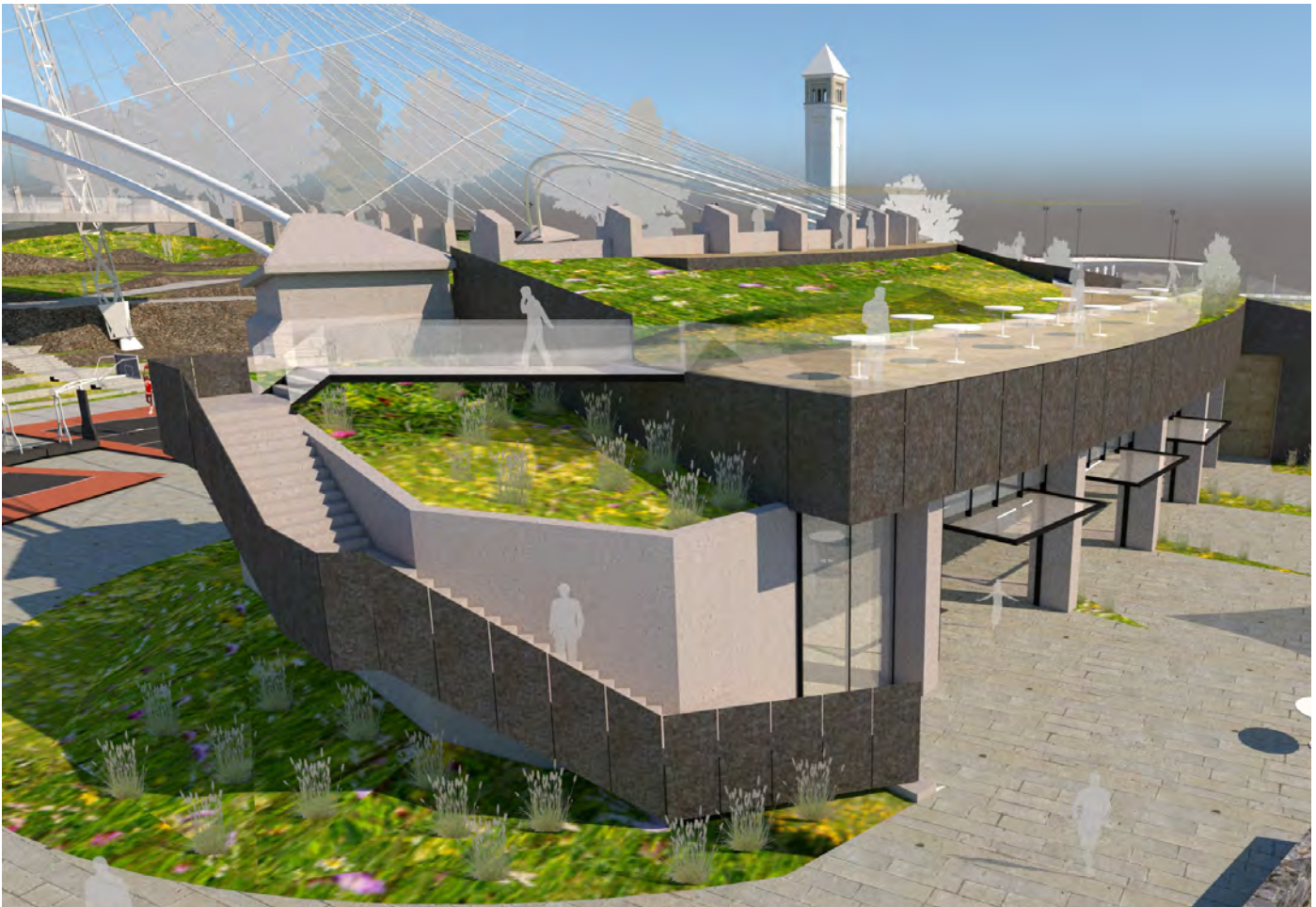
5. Service gate: A solid, double-paneled, outward opening, automatic swing gate allows access (but is predominately closed to obscure views into the service yard from those entering the Pavilion from the south portal).

ADDITIONAL CONSIDERATIONS:

6. Accommodating larger trucks: There is the understandable temptation to try to accommodate the largest of trucks in the Pavilion, not knowing exactly which events will be hosted or how they will be serviced. At a certain point, the turning requirements of such trucks to the Pavilion and at the Pavilion is simply too large to be accommodated, and turning movements will need to accommodate backing with a flagger in lieu of onsite 180 degree turnaround. It is important to note that the largest contiguous piece of paving is the Pavilion floor itself, and that too can be used for truck staging and turnaround during mobilization and demobilization.

7. Vehicular access to the Pavilion is assumed to be primarily to and from Post Street on the new Havermale Promenade, with access control at the west end of the Promenade at the existing parking lot. It is recognized that the soon-to-be-replaced Post Street Bridge has weight limits, and in the near term, heavier trucks might require flagging support to return to Spokane Falls Boulevard. Limited parks-only access with smaller scale vehicles may be accommodated via a strengthened Howard Street Mid-Channel Bridge, connecting park operations back to the North Bank M&O facility. While limited ingress/egress from the Avista Washington Street access could be accommodated, it is not being pushed as part of a typical traffic pattern due to required investments in excessive road building, stormwater treatment and signals at Washington Street.



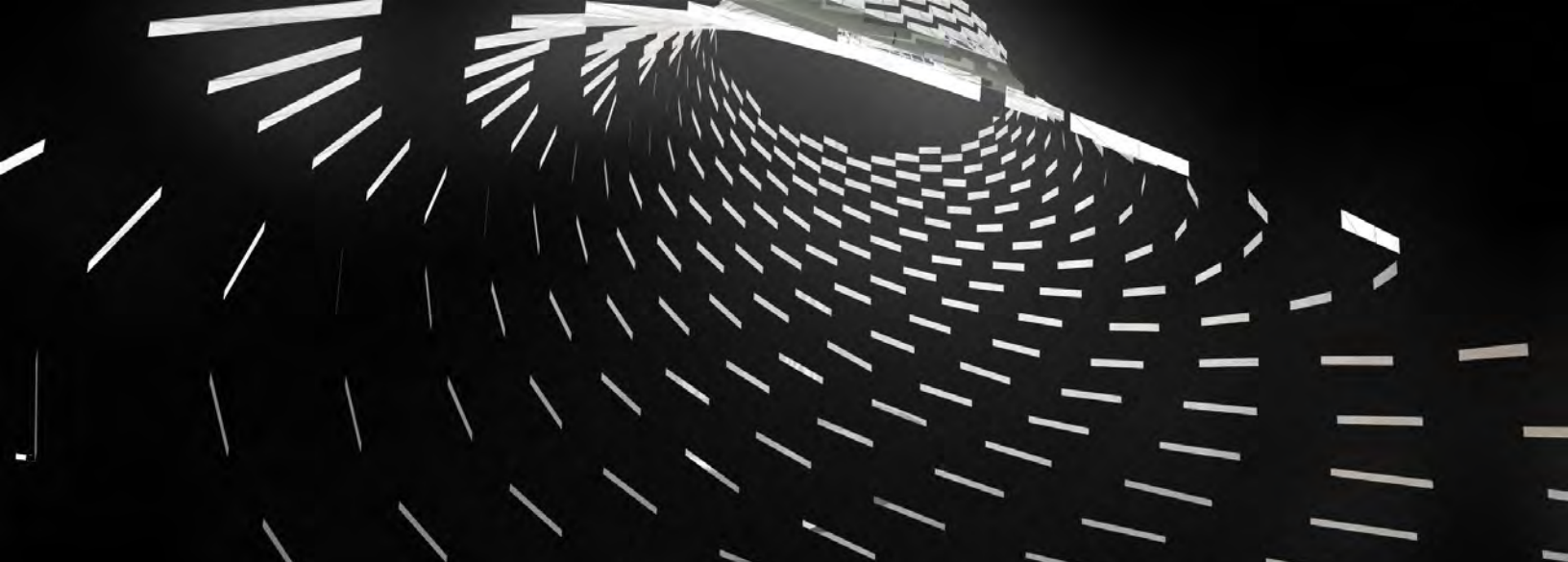


D. Riverview Terrace (Alternate)

Inspired by the views from the current roof of the West Building, the Riverview Terrace is imagined as a public deck area integrated into the green roof. A portable beverage cart will be accommodated to serve beverages or snacks. It is possible for the terrace to be available for public use or reserved for private parties. This area is accessed via a stair to the north with emergency exiting via steps on the green roof to the south. The new elevator within the West Building will be extended to provide accessible and service access to the rooftop terrace.

SPECIFIC ELEMENTS INCLUDE:

1. Approximately 1700 SF.
2. Provide pedestals and raised pavers (Hanover Architectural Products - Elevator Pedestal and Paver system or similar).
3. Glass guardrails.
4. New exit stair along north wall.
5. Plumbing and electrical infrastructure to support beverage cart.
6. Outdoor furniture (tables, chairs, benches), shade structures, BBQ and portable beverage carts are considered FF&E and are not included in the GMP budget.



7. Pavilion Illumination

Projection of light to illuminate the form of the Pavilion and signal activity within has been a topic of discussion for several years. In the 2014 Riverfront Park Master Plan, Concept Determinant 1 for the Pavilion was to “Become a Lantern for the Community.” It was suggested that “Artist-designed light configurations within the Pavilion could add drama and interest” and that “Combining art with lighting could create a stronger architectural expression for the Pavilion.” While the Pavilion is certainly a civic icon of the Spokane skyline during the day, it almost disappears at night. Illumination of the Pavilion structure can create a dramatic presence for the cable form at night and enliven the space below- enhancing the image of the Pavilion from a distance and sending out an irresistible invitation to experience events below the net structure.

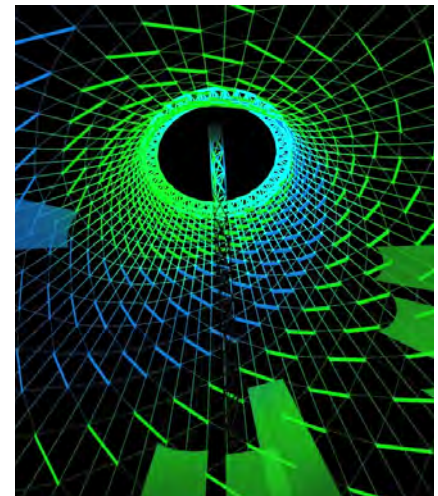
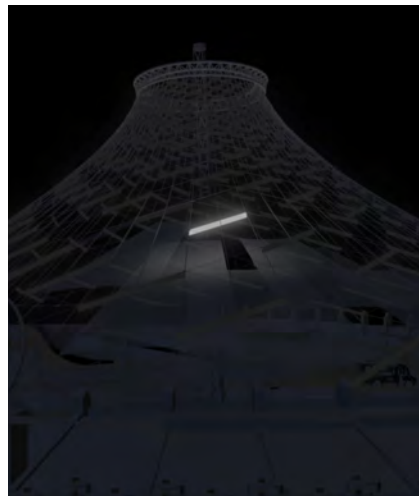
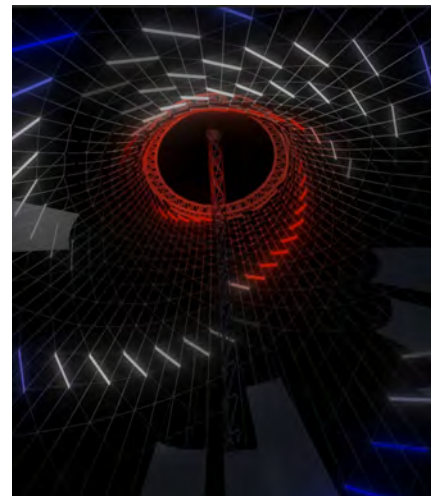
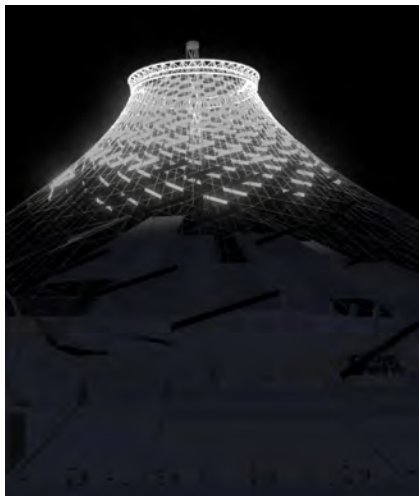
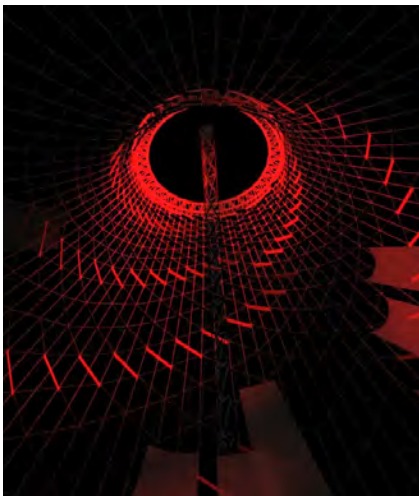
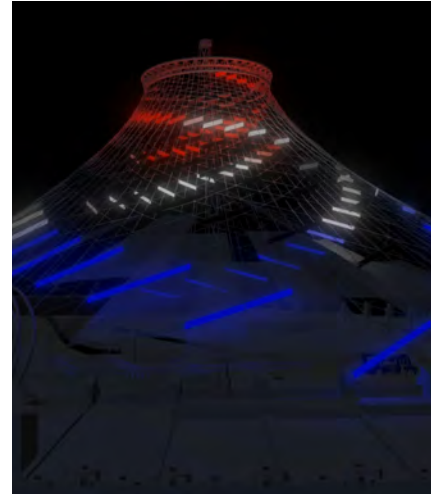
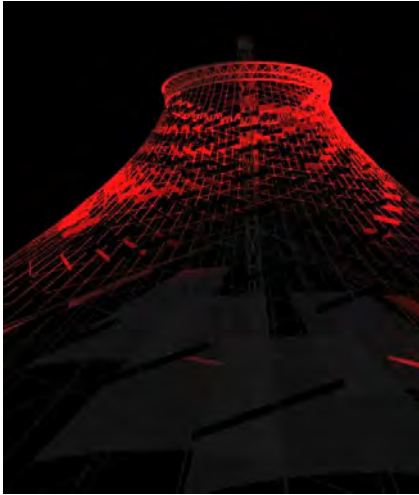
A successful illumination solution is one that achieves a balance between dramatic effect without overpowering the original architecture of the Pavilion and still addresses cost, programmability and maintenance considerations. Through the course of the Validation Period, a number of options for lighting the Pavilion cable net and other structural elements have been explored. However, with limitations of the budget, only the illumination of the cable net is included in the base bid of the GMP. Lighting options for other elements are a potential future addition. Rough-in for each of these options will be included in the base bid to allow additions in the future.

A. Cable Net Illumination

Casting light on the relatively small diameter of the Pavilion cables presents a lighting challenge. With such small surface area, the impact of light on the cables is minimal. To overcome this issue, illumination blades (lightweight translucent panels similar to Acrylite LED “EndLighten”) are attached to the cables in an intentional pattern that accentuate the spiraling form of the cable structure. The blades present a larger surface area on which to cast the light (in comparison to the small diameter of the cables) and therefore have greater effect. LED strip light fixtures inject light into the upper narrow edge of the blades, producing an internal radiation that is uniformly emitted through the side faces and the edges, creating a distinct, dashed pattern on the cable structure and providing spill glow on the surrounding cables. This established technology, known as TIR (“total internal reflection”), when combined with engineered diffusion molecules in the acrylic sheet, is used successfully for display signage and illumination throughout the world.

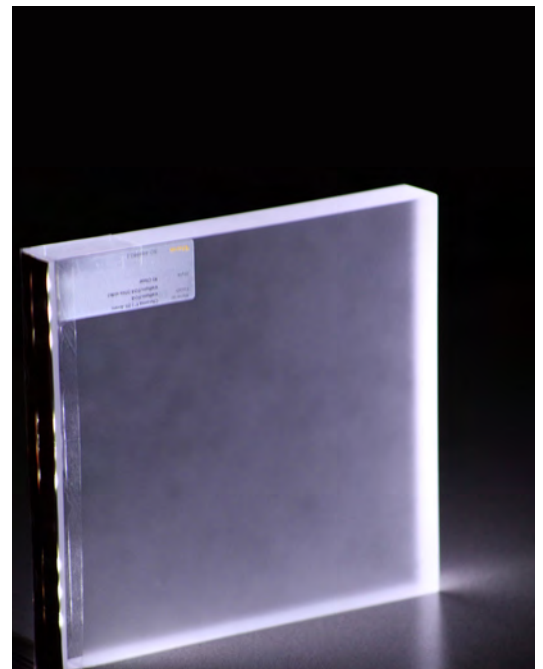
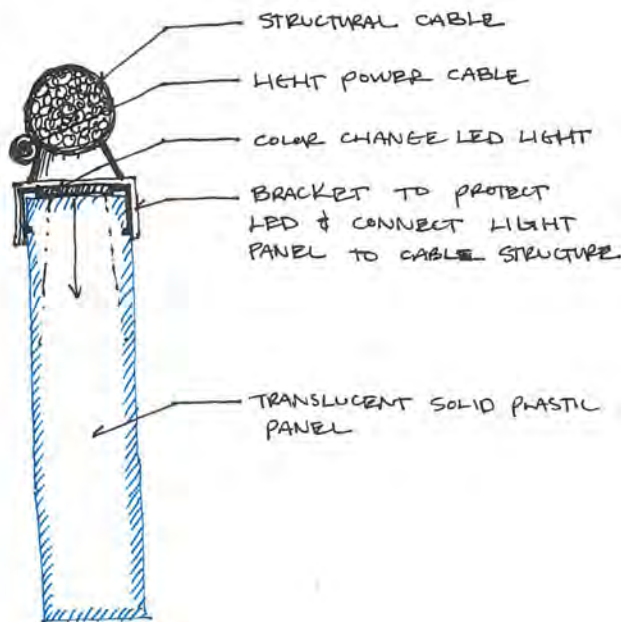


With the programming capability of the LED strips and placement of the panels in a spiral pattern, it is possible to create the appearance of motion and or color progression at any pace or direction. A short animated video has been produced to illustrate the motion concept. The illumination blades may also be sponsorship opportunity- sponsors could be rewarded by having their panel highlighted in a special way at a designated time for example!



ILLUMINATION BLADES WITH LED STRIPS – FUNCTIONAL & AESTHETIC POINTS

- > Frosted acrylic panels on spiral cables in one direction, in alternating cable bays, internally illuminated.
- > LED strip and illumination blade elements are matching length, producing uniform glow.
- > Each LED strip is individually addressable for intensity and color, allowing an almost limitless selection of color washes per illumination blade. Static and kinetic transitions could be programmed for the entire cable net, with resolution granularity per panel, or if desired, per foot of each panel. Illusions of a spinning carousel top could be created, as one example. Individual cables could be set to different colors with transitions. Themed season colors could be programmed.
- > Power supplies and data distribution nodes would be in weather-proof boxes at the columns where the cables anchor at the lower end.
- > LED strips and power/data fittings are IP67 rated for extreme weather conditions.
- > All attachment hardware will be configured for expansion, contraction, flexure and weather effects
- > Typical factory warranty is 5 years.
- > POSITIVE ASPECTS
 - › Substantial ability to define every illumination blade and every cable, providing creative themes and visual interest for special events.
 - › High resolution of every spiral cable.
 - › Placement of high-output LED strips immediately adjacent to edge of diffusive acrylic blades will result in extremely bright blades, thereby increasing the iconic presence of the shape as part of the skyline brand, even from significant distances.
 - › Downward aiming of the LED strips will result in a significantly higher ambient lighting level at the elevated view and ground levels (some supplemental lighting will still be required at the elevated view and ground levels).
 - › Visual effect is that the illumination blades glow on both sides, yet the source is mostly concealed.
- > NEGATIVE ASPECTS
 - › Individual strip failure requires portable lift to service.
 - › Extreme close-up appearance does not accentuate the cables; illumination blades are dominant as an array yet still suggestive of the cable spiral.





8. Shade Canopy

The silhouette of the covered Pavilion from Expo '74 is a cherished memory for many in the Spokane community. Except for photographs, anyone who is 40 years or younger has only seen the pavilion in its uncovered state. The covering, installed to provide shade and protect exhibits during Expo, was intended to be temporary. It is very likely that the mylar-coated canvas stretched and fluttered in the breeze, lasting only a few years before it was severely damaged by wind and snow and eventually removed.

In 2012 the Pavilion was analyzed by Magnusson Klemencic Associates (MKA). Robert Baxter's findings are summarized as follows:

"The Pavilion was designed as a temporary structure. This allowed for reduced design loads for wind, snow and seismic loading relative to a permanent structure, as the expected maximum event during the life of the structure is smaller. Furthermore, design loads have generally increased for wind, snow and seismic loading in the 44 years since the original design was completed. For these two compounding reasons, the original design loads of the structure are lower, potentially significantly lower, than would be required if the design were performed today.

The 2012 condition assessment evaluated the safety of the cable net structure with respect to its current unclad configuration. While some corrosion was observed, the loads to the unclad structure are significantly lower than the original clad configuration. The report's finding that the structure is currently fundamentally safe accounts for this significantly reduced loading.

Reskinning the cable net will be a significant change to the structure, and trigger a full redesign to current codes. The design loads will be considerably higher than the original loads, and the current capacity of the structure has been reduced due to corrosion. Even if a condition assessment revealed the structure is in pristine condition (which it is not) the higher loads would require a complete reengineering of the design, including cables, cable connections, mast, ring beam, central foundation, and perimeter concrete cable anchors. Given the less than favorable load/capacity ratio, this redesign will indicate that repair and additional strengthening will be required for at least some of these components."

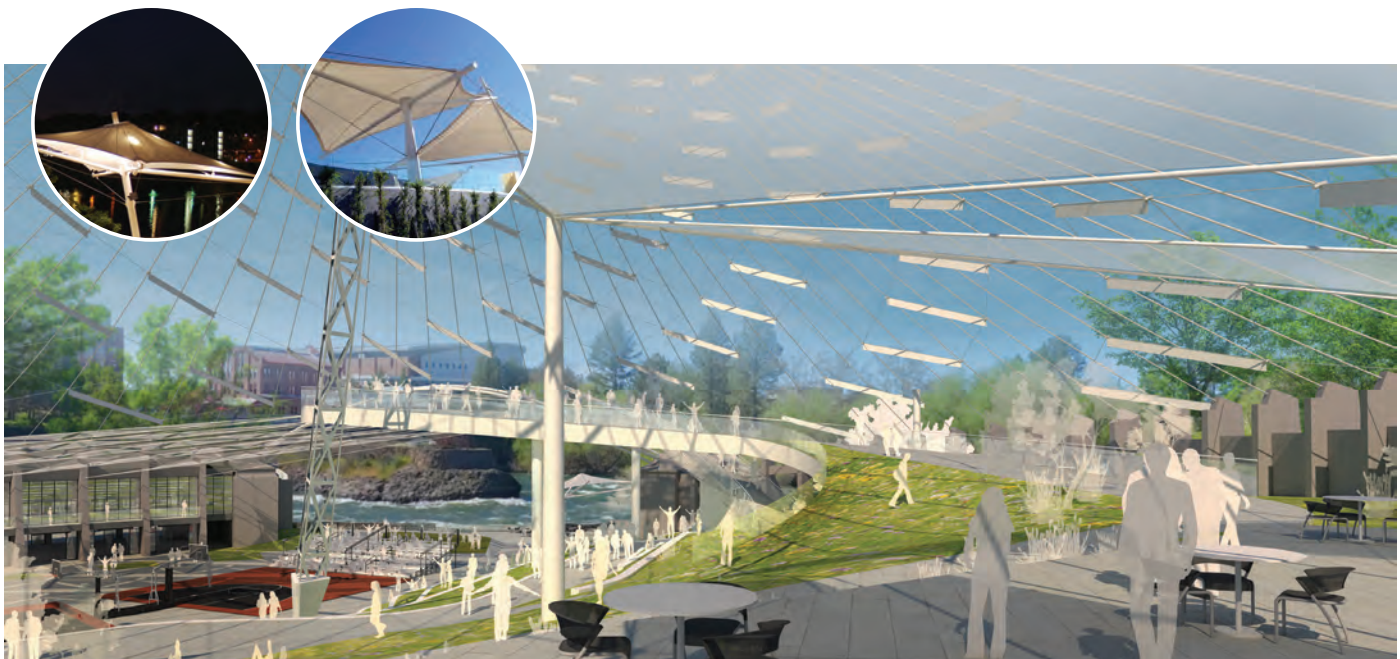
While the Pavilion is currently structurally stable it is unknown if it is capable of supporting the required loads if recovered. To verify the exact structural condition, an additional study would be required that may take over a year at an estimated cost of nearly \$500,000. The material required to cover the entire Pavilion is also cost prohibitive at a range of \$4 to \$5 million.

Structural complications and cost issues aside, recovering the Pavilion is contradictory to several key conceptual drivers for the Pavilion:

- > **A Building, Not a Park Feature:** Covering the Pavilion will make it feel like a building. It will be inwardly focused, with no direct sunlight and no spectacular views. Its success will depend solely on man-made, invented features because the sky, the views, and the river have been cut off visually. Yes, it will provide shelter in adverse weather, but it will also deny the experience of wonderful weather...because it becomes a tent-like interior. As a semi-enclosed interior space, it may also require more security, surveillance, defined operating hours, entry barriers, etc. compared to an open-air venue that attracts more passive activity, more people, and more eyes.
- > **Views and Connection to the River:** If the Pavilion remains open, there are wonderful potentials for amazing, previously unseen views of the river and Spokane skyline from the topography and the Elevation Experience platform within the Pavilion. These potentials are all lost if the Pavilion is fully recovered, blocking all views out of the cable net structure.
- > **A Green Pavilion Interior and Extension of the Park:** Without a full cover, much of the Pavilion interior can be green space with turf, plantings and well-placed trees becoming an extension of the surrounding park environment. With a full cover, the Pavilion would be in constant shade, preventing viable plant growth in Spokane's climate. The result would be nearly two acres of hardscape—an inappropriate solution for the centerpiece of the park.

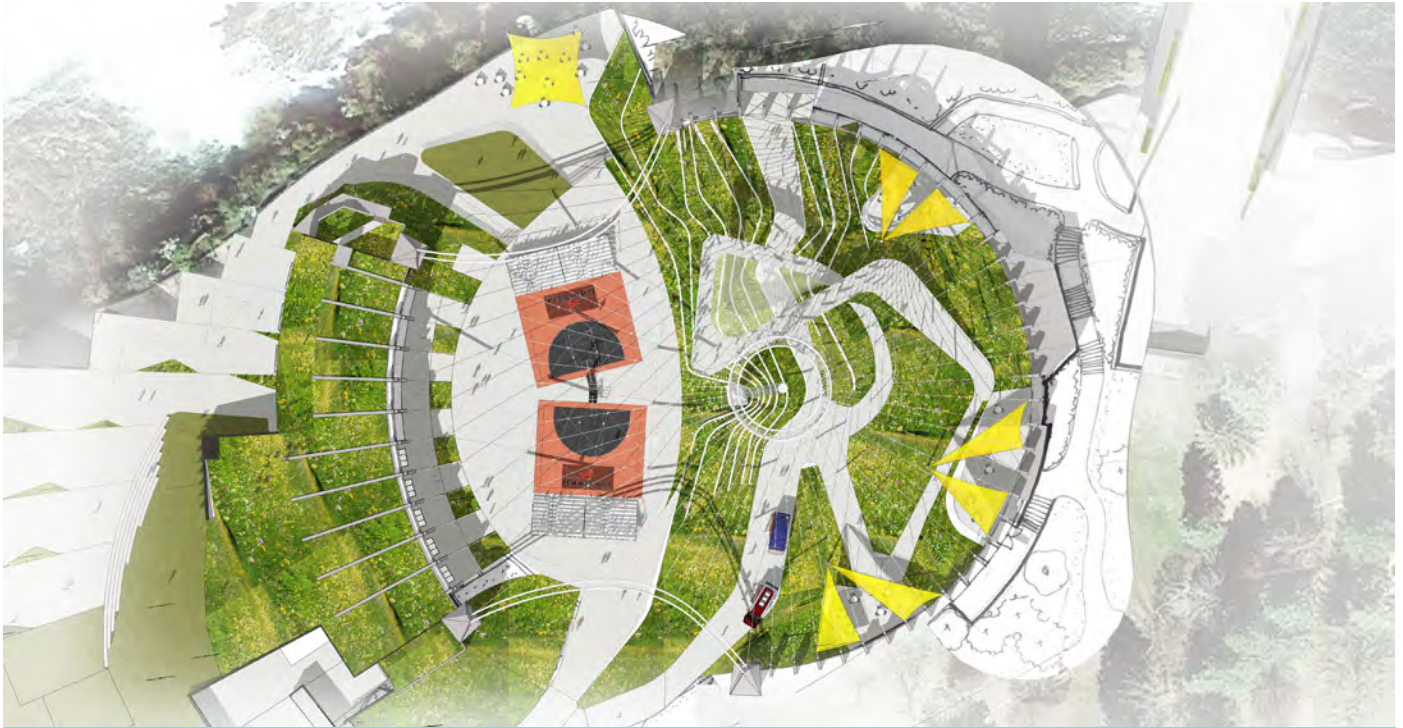
Partial Shade Canopy

Providing shade during the summer months is recognized as an important feature for the Pavilion as an event venue. Various concepts for providing focused shading, rather than full covering, have been explored during the Validation period. Shading during the peak outdoor months will enhance large public gatherings like Bloomsday, Hoopfest, Pig-out in the Park, festivals and concerts. Shading will also provide an added amenity for day-to-day visitors providing a place to relax and enjoy the park and pavilion. To facilitate the need for both day-to-day users and large events, two strategies are being pursued.

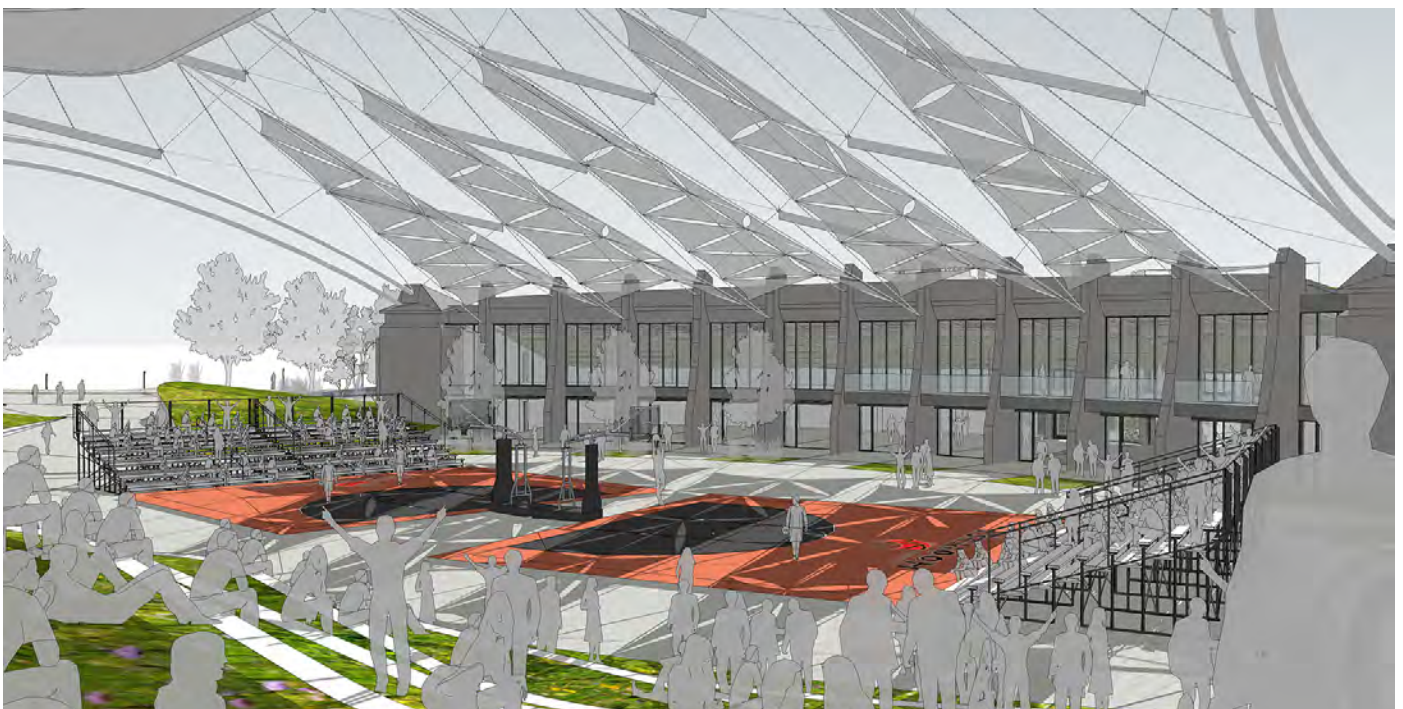


Shade Cabanas - View from under Cabana

Shade cabanas - The cabanas would be a seasonal shade structure that could easily be taken down to maximize their lifespan and prevent damage during months of inclement weather. The cabanas would be placed around the ring of the pavilion at various locations including the River's Edge. They would be made out of a weather resistant and translucent fabric. The fabric would connect to existing concrete perimeter columns and new support columns within the pavilion. These structures would not interface with or connect to the existing cable structure. These cabanas are intended to provide targeted shading to specific areas where people could gather and relax during the summer months, but would also be easily removable by parks staff once the weather turns, if desired.

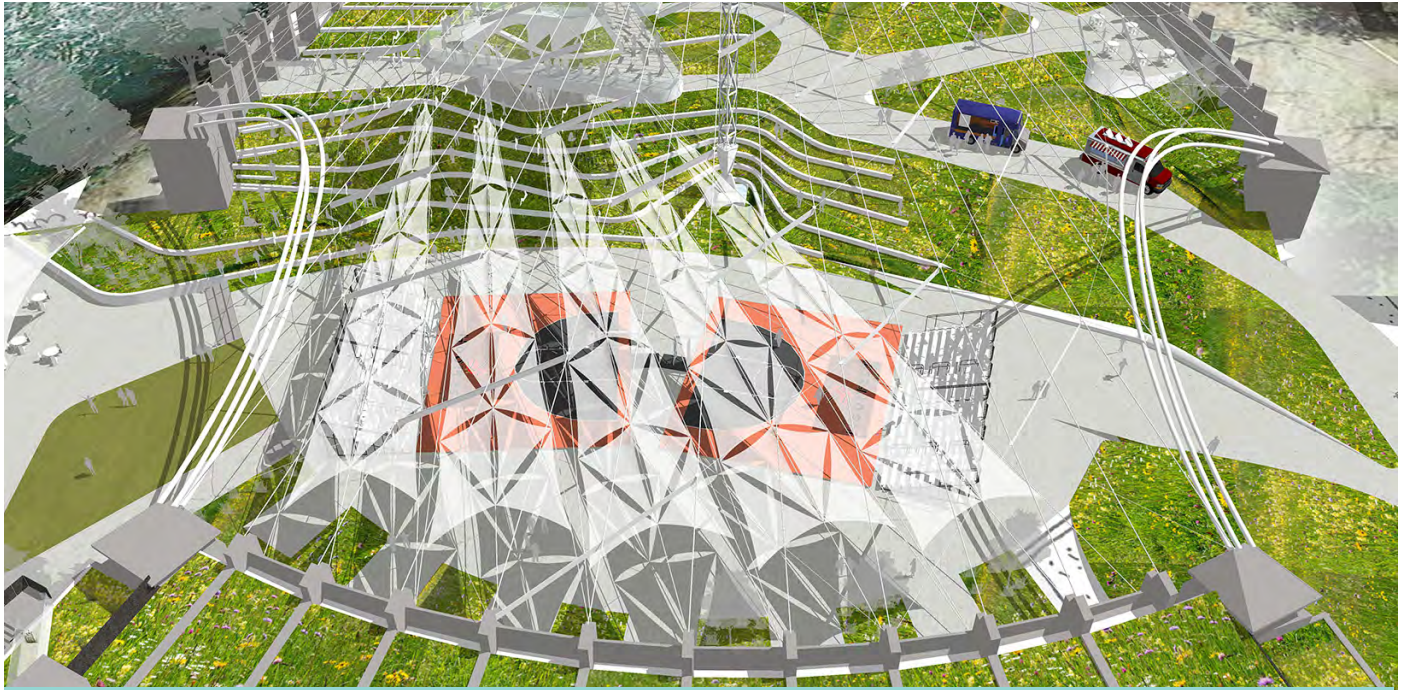


Site Plan - Shade Cabanas Highlighted in Yellow



Event Shading

Event Shading - This shading device would provide focused shading across portions of the main floor. It is intended to be installed only for events and would not be a permanent installation. Cables will be connected between the existing perimeter ring columns and span across the event floor to the new Elevated Experience platform. A series of translucent fabric panels will be attached between the cables. The cables and the shade structure will not interface with the existing cable net. The overall area of the shading system and the significant span will create, what is essentially a large sail. Prior to installation and during events the weather will need to be monitored. If excessive wind speeds are expected, in excess of 30 mph it will be recommended that the event shading be removed so that it is not be damaged by fluttering in higher wind speeds. The design team is investigating various scenarios for removing and installing the event shading to ensure that the final solution is easy to maintain and operate by parks staff.



Event Shading

ADDITIONAL CONSIDERATIONS:

1. Conceptual design for the shade canopy has been developed and renderings of the proposed concept are included in this report. Final configuration of the shade canopy will continue to evolve during upcoming design phases. Maintainability and ease of installation will continue to be discussed and developed as the design evolves.
2. Although renderings completed during the Validation Period included in this report show shade canopy panels over both the event floor and the audience seating areas within the topography to the east, the first priority for shading is in the area of the event floor.
3. Rain shelter is limited due to the height of the panels necessary to preserve sight lines to events and allow views out of the Pavilion. With this in mind, slots or gaps between layered panels may continue to be integrated in the overall canopy design concept and mesh panels (that will reduce wind loads) will also be considered.
4. Illumination of the shade canopy has been evaluated but is not included in the base bid of the GMP.



9. Elevation Experience

In its location on an island surrounded by the Spokane River, Riverfront Park and the City, the Pavilion offers incredible opportunity to view and connect with this diverse nearby context. Achieving elevation within the Pavilion structure would not only provide views to the river, park and City beyond but also allow a unique way to experience the space within the cable net structure. From outside, glimpses of people and activity just above the perimeter pavilion ring will spark curiosity and draw visitors to the Pavilion. Upon approach and entering, the cantilevered bridge-like element is exposed, but the paths to get there may not be immediately evident, compelling an exploratory journey within the new topography of the Pavilion. A brief walk up on one of the new paths reveals two ways to get out to the elevated platform either by an accessible sloped bridge or a stair that tucks below and emerges just beyond that same bridge. The short climb to the platform allows a unique perspective for viewing either the passive park activity within the Pavilion on a typical day or a birds-eye view of a concert or festival. The views within the Pavilion and outward to the river, park and City may cause one to pause and relax for a few minutes or an hour or it may cause one to race off to discovery something new that was spotted from this amazing vantage point.

Elevation Experience Activities:

- > Discover new sights
- > Explore with kids
- > Enjoy a snack or lunch with the most unique view in the region
- > Listen to a concert with the best balcony seating in the house
- > Gather with friends in the shade of the Elevation Experience in the landscape below
- > Watch the spring runoff in the Spokane River
- > Take a short rest on the best part of your daily walk through the park
- > Watch the animated lights of the new Pavilion illumination system on a summer night
- > Experience the elevation!



SPECIFIC ELEMENTS INCLUDE:

- > Cantilevered bridge and platform structure with concrete walking surface. Multiple structural systems are being explored to achieve the appearance of the Elevation Experience shown graphically, including approximately a 25 foot cantilever, 2- 36 to 42 inch diameter columns, a 35 foot height above the lowest level of the Pavilion floor and a minimal depth edge profile of approximately 48".
- > Concrete stair and ADA accessible sloped walkway to access the bridge and platform.
- > Glass guardrail system with steel supports and stainless steel handrail as required.
- > Accent lighting strips at the underside of the bridge and platform



10. Existing Structure Improvements

The original pavilion structures were mostly constructed of steel and concrete and in general, these existing structures are in reasonably good condition. The following improvements and recommendations are based on the pavilion facilities conditions assessment report (June 2012) provided to the design build team as well as observations made during the validation phase. In general, the pavilion structures scheduled to remain will require cleaning, concrete repair at spall locations, rust removal and treatment and applied protective coatings of exposed steel.

The existing pavilion ring walls were designed to retain soil on the exterior side of the Pavilion. The proposed design includes grading the east half of the Pavilion to near the top of the east ring retaining walls. In order to not add lateral loads to the interior portion of the east ring walls, the soil will be graded in lifts and retained from the interior using layers of geogrid. A waterproofing system will be added to exterior walls of enclosed rooms abutting new grading.

In general, the design will expose and utilize the original structure as the finish material. This was as the original design intended. Finishes, coatings and coverings that have been added to the building will be removed where possible. We anticipate that this will expose some minor damage that may need repair, such as concrete cracking, spalling and corrosion from leaks.

SPECIFIC ELEMENTS INCLUDE:

1. Roof Coverings:

- ▶ a. Remove existing roof covering at all buildings scheduled to remain.
- ▶ b. Clean, repair and prep all roof decks for new insulation and roof covering.

2. Exterior Walls:

- ▶ a. Clean and repair all exterior walls to remain. Remove paint and/or applied coatings on exposed exterior concrete walls to remain. Repairs shall match existing adjacent surfaces.
- ▶ b. Exposed concrete walls will receive new clear sealer coating.
- ▶ c. On the northwest portion of the west building, clean and repair and prep to receive new exterior metal cladding system.
- ▶ d. Remove abandoned electrical, lighting, etc. from the Pavilion structure.

3. Floors:

- ▶ a. Remove floor coverings to expose concrete slabs. Concrete slabs will be repaired to match existing adjacent surfaces and then ground level and smooth. A protective sealer coating will be applied to all exposed concrete slabs.

4. Cable Net Structure: As indicated in the facilities conditions assessment, "No conditions were observed that are critical in the sense of immediate safety." However, the report clearly indicates that routine maintenance needs to be performed on the cable net structure in order to delay and/or minimize the continued degradation of the structure. This project includes the following work:

- ▶ a. Mast
 - i. Remove and treat surface rust, clean and paint.
- ▶ b. Crown ring hangers
 - i. Under the direct supervision and guidance of engineer, remove and clean pins with surface rust. Prep and treat with applied paint-on galvanizing compound.
- ▶ c. Crown ring
 - i. Remove non-structural abandoned elements.
 - ii. Remove surface rust, clean and prep to receive new paint.
- ▶ d. Cable net structure
 - i. Under the direct supervision and guidance of engineer, all cable net clevises at the top and bottom of the net should have the cotter pins that secure the main pins inspected and replaced if corrosion is found.
- ▶ e. Cable net anchorages
 - i. Clean, remove surface rust and paint. Seal opening where the rod enters the column to prevent water intrusion.
- ▶ f. Arch trusses
 - i. Clean and remove surface rust at cable net anchorages. Prep to receive new protective coating.
 - ii. Remove surface and at connections between the cable net and the strand, and the strand to anchorage. Prep to receive new paint-on galvanizing compound.
 - iii. Under the direct supervision and recommendation of engineer, tighten wire rope lacing.
 - iv. Replace and tight-fit buckled or broken free pins installed at the eyebar to truss connection.
 - v. Revise detail at the anchorage that is collecting material to be covered and sealed.
 - vi. Under the direct supervision and recommendation of engineer, tighten and/or replace any loose nuts at the clamp connection between the eyebars and the cable net.
- ▶ g. Fabric support cables
 - i. Remove fabric support cables and anchoring
- ▶ h. Remove abandoned electrical, lighting, etc. from the cable net structure.



11. Civil Scope of Work

A. Civil Site Utilities

The existing Pavilion facility is served with water, sewer and natural gas. Both the West Building and the East building have service connections for domestic water, fire water and natural gas, while the sewer service connection is on the west side of the West building. All of these service connections will be terminated and abandoned during the early demolition phase of the project. The West Building renovations will require updated services to the new location of the mechanical room.

SPECIFIC ELEMENTS INCLUDE:

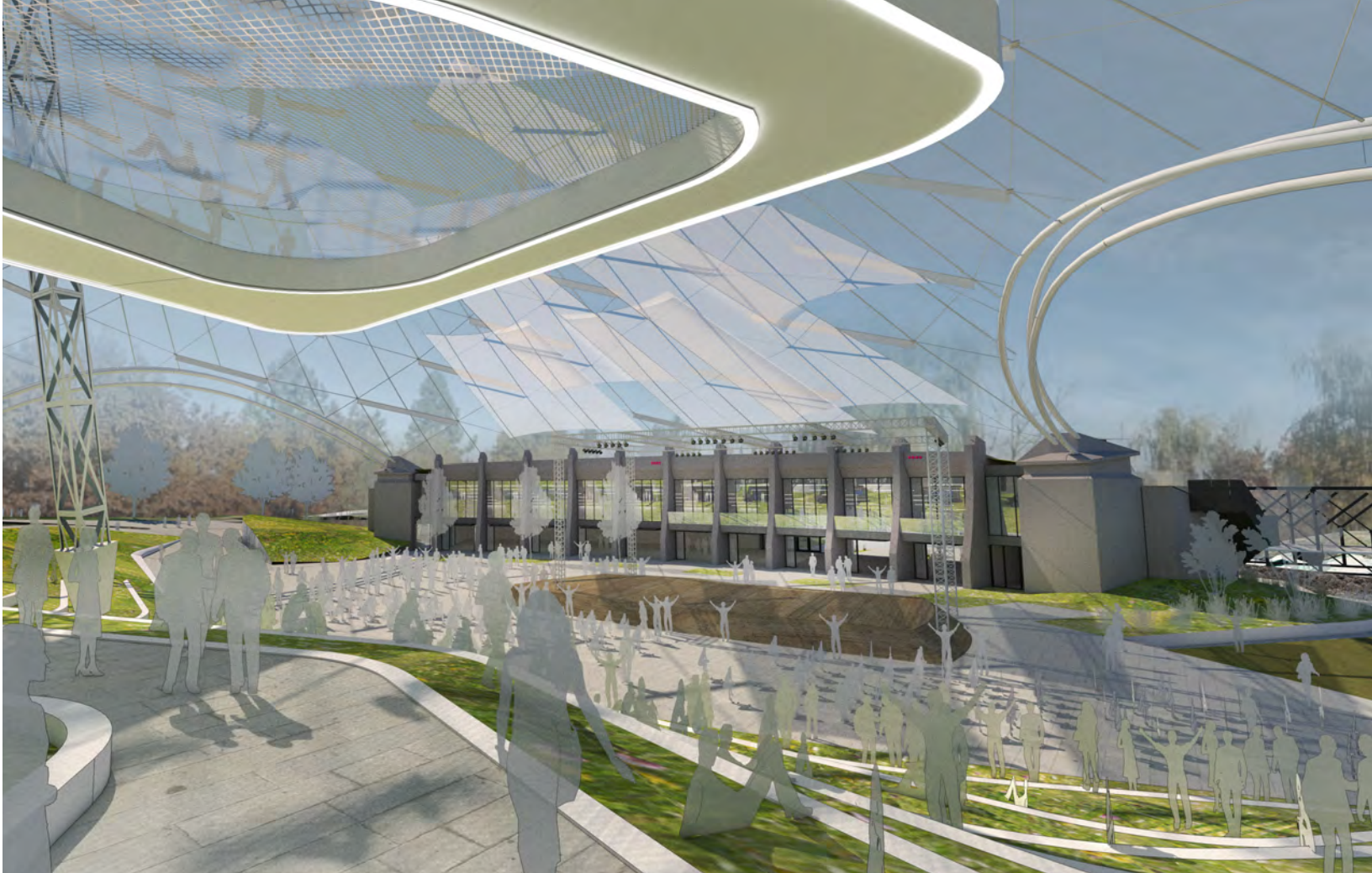
- > Extension of new water distribution line to Pavilion from limits of the Howard Street Promenade improvements.
- > Fire hydrants located in accordance with COS fire department.
- > Water service vault to include meters, backflow assemblies in accordance with COS water department standards for both domestic and fire water lines.
- > New irrigation service vault from water distribution line.
- > A new sewer service connection to be installed and connected to the nearest sanitary sewer manhole.
- > A sanitary sewer dump station to accommodate vendor gray water disposal during large Riverfront Park events. To be located in the service yard.
- > Revision to natural gas service to be coordinated with Avista Utilities.
- > Utility Outposts: new water utility outposts will be installed on the eastern edge of the plaza and within the Pavilion to match HSP details.

B. Drainage and Stormwater Management

The grading and stormwater management approach will be consistent with the HSP improvements in the park. The Central Plaza and the Pavilion floor will be areas, while mostly pedestrian use, where park programming will allow commercial vendors and vehicle use. These areas will be considered pollutant generating surfaces requiring stormwater treatment prior to disposal.

SPECIFIC ELEMENTS INCLUDE:

- > The Central Plaza will generally slope west toward the HSP where lined stormwater treatment facilities will be constructed to capture and treat the runoff.
- > Existing outfalls to the Spokane River will be used where possible and possible connection to HSP stormwater management facilities.
- > Pavilion Floor will include surface water capture, either with catch basins or trench drains and convey runoff to a subsurface stormwater filtration device. Treated effluent and overflow runoff will be connected to the existing outfall system currently in the Pavilion.



12. Mechanical Scope of Work

The renovated West Building will be heated, ventilated and air conditioned by a completely new HVAC system. High quality, long life systems will be considered in order to minimize energy and maintenance costs over the life of the building. The new system will be in conformance with the 2015 Washington State Energy Code and applicable provisions of the International Building Codes. Spaces within the existing building currently used for mechanical systems will be used to the greatest extent possible. These spaces include areas on the north and south ends of the building.

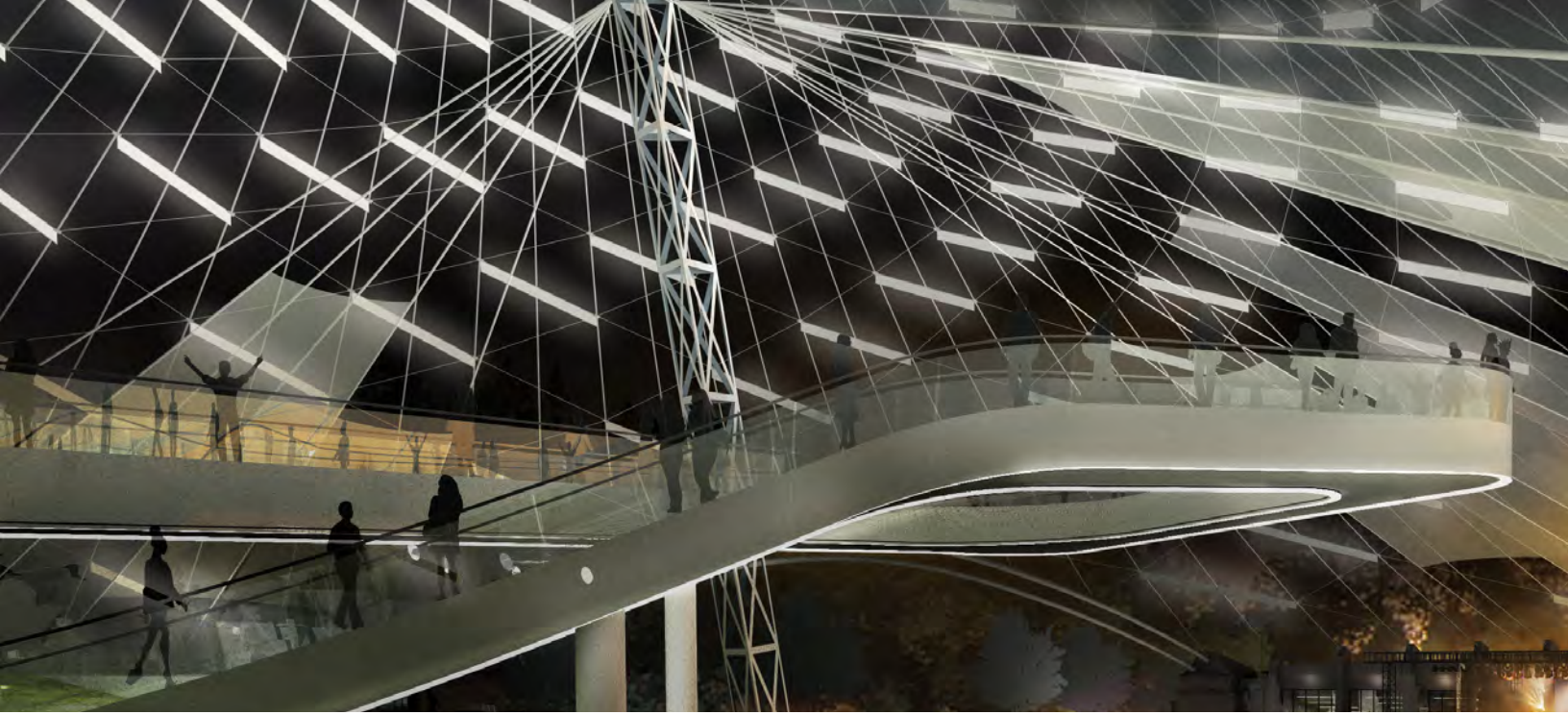
Primary considerations in locating new mechanical equipment items include not only provisions for adequate maintenance access but the impact on building aesthetics both inside as well as outside the building. Locations of air conditioning condensing units or chillers, gas meters, etc. will be located on the west side of the building in the vicinity of the receiving loading dock area. In addition, location of kitchen exhaust fans and related mechanical equipment will require close coordination with potential adjacent outside functions.

The new HVAC systems will incorporate computer based electronic controls. Coordination of this system with other recent building projects at the Park should be considered.

The existing West Building is currently served by domestic water, sewer, and natural gas. New plumbing fixtures and piping will be installed within the renovated building and will be connected to these existing services. This includes plumbing for Toilet Rooms, Kitchen area, Concessions, and rough-in plumbing for new Vendor kiosks. Plumbing fixture types will be coordinated with those utilized in other recent Park building projects.

SPECIFIC MECHANICAL ELEMENTS INCLUDE:

- > 50 ton air-cooled condensing unit or chiller.
- > 22,000 cfm air distribution system
- > Type 1 range hood and exhaust fan 3000 cfm.
- > Miscellaneous exhaust fans.
- > HVAC system type: high performance VAV or DOAS serving 4-pipe or VRF fan coils.
- > Connection of new plumbing water and sewer piping to existing services near the building.
- > Connection of new domestic hot water heater and HVAC system to existing gas service near the building.
- > Fire protection sprinkler system.



13. Electrical Scope of Work

Electrical systems at the Pavilion have reached the end of their serviceable life and shall be replaced. Riverfront Park design guidelines will be incorporated into the electrical systems as applicable. Design standards and concepts utilized at the Loeff Carrousel, Ice Ribbon, and Howard Street Promenade will be incorporated into the Pavilion project.

- > Coordination with Avista Utilities and CenturyLink is in process. Both utilities have been in discussions for updating their service to the Pavilion and infrastructure through affected areas.
- > Early and consistent coordination with other projects at project limits boundary with respect to infrastructure including conduit, vaults, etc.
- > Early stakeholder meetings for electrical and telecommunications infrastructure for events (Hoopfest, Pig Out in the Park, Bloomsday, etc).
- > Incorporating substantial amount of flexibility into design including future capacity.

EXISTING ELECTRICAL SERVICE

The existing Avista electrical service (conduits and feeders) to both buildings will be removed back to the underground utility vaults. Coordination with Avista is in the preliminary stage.

SPECIFIC ELEMENTS INCLUDE:

- > Existing Avista primary duct bank to the south of the pavilion feeding underground utility vaults will be abandoned in place unless exposed.
- > The duct bank is concrete encased and requires 24" minimum embedded depth. If exposed to a depth of less than 24", the duct bank will require adjustment or removal.

NEW ELECTRICAL SERVICE

A new electrical service will be provided on the west side of the project bringing underground primary feeder installed by Avista from their submersible enclosure in Howard Street Promenade to a pad-mount Avista utility transformer in the service yard on the south side of the West Building.

SPECIFIC ELEMENTS INCLUDE:

- > The transformer secondary shall be rated 480Y/277 VAC and be provided by Avista Utilities sufficient for the entire facility.
- > Underground secondary conductors will be installed from the pad-mounted transformer to a new switchboard in the main electrical room in the West Building.
- > The electrical room will serve as the main electrical room for all portions of the project.

TELECOMMUNICATIONS SERVICE

The original telcom service is to be removed back to existing service vaults. The new telecommunications service shall consist of two optical fiber feeds to the building. These two services shall terminate adjacent to each other in the MDF room.

SPECIFIC ELEMENTS INCLUDE:

- > Service one shall consist of a new, permanent optical fiber service which will be installed from a new CenturyLink handhole near Howard Street Promenade to a new telecommunications equipment room (MDF) in the south end of the building.
- > Service Two shall consist of two 4" conduits only from a new City of Spokane fiber vault near Howard Street Promenade to a new telecommunications equipment room (MDF) in the south end of the building. Owner to furnish, install, and terminate fiber for this service.

EMERGENCY POWER

Emergency power shall be provided by emergency generator and two automatic transfer switches. It shall provide power to a NEC 700 system for emergency loads and a NEC 702 system for optional standby loads.

SPECIFIC ELEMENTS INCLUDE

- > Generator shall be 100 kW / 125 kVA diesel-gas with belly tank.
- > The generator will be installed near the utility company pad-mounted transformer in the south service yard in a level 2 sound attenuated enclosure.
- > Approximate size is 5' wide by 12' long by 5' tall with approximately 4' of clearance around.
- > The transfer switches will be installed in the main electrical room.

POWER

A new electrical room will be provided in the south part of the building.

SPECIFIC ELEMENTS INCLUDE:

- > Service switchboard will be rated 480Y/277-VAC, three-phase, four-wire, will be installed in the main electrical room.
- > Estimated service size is 2,000 amps.
- > The main overcurrent device will be a circuit breaker.
- > Branch overcurrent devices will be molded-case circuit breakers.
- > Dry-type transformers will be installed in new electrical room to provide 208Y/120-VAC, three-phase, four-wire electrical power. The transformer outputs will be connected to distribution panels with molded-case main and branch circuit breakers.

- > Lighting and large mechanical equipment will be connected to the 480Y/277-VAC, three-phase, four-wire system.
- > Receptacles, small mechanical equipment and miscellaneous outlets will be connected to the 208Y/120-VAC, three-phase, four-wire system.
- > First Terrace
 - Mix position: 1 ea 20 amp circuit
 - Stage power: 1 ea 200 amp 3-phase circuit
 - Stage lighting power: 1 ea 400 amp 3-phase circuit
 - Spotlights (at three positions in the back of the upper terrace --- 3 ea 30 amp receptacle coming off a main box with 2-phase 100 amp circuit.

LIGHTING

Lighting in other interior spaces will be provided by LED luminaries. Lighting levels will conform to the Washington State Department of Health requirements where applicable. The interior lighting power density will conform to the 2015 Washington State Energy Code. Most pedestrian and exterior pathway lighting will be based on RFP Lighting Design Standards. Deviations will be noted to the owner for approval.

SPECIFIC ELEMENTS INCLUDE:

- > Site Lighting
 - Building-mounted lighting will be provided at entries and selected areas.
 - Lamps for building-mounted site lighting will be LED.
 - Lighting levels will be approximately 1.0 foot-candles.
 - Pole-mounted, multi-head poles, LED lighting will be provided for service and pedestrian areas
- > Lighting Controls
 - Pedestrian and wayfinding exterior lighting will be automatically-controlled (on/off), in multiple zones, by the HBA WiScape park approved control system.
 - Each pole light shall be individually controllable independent of power circuiting. Manual control shall be provided through the low-voltage control system installed in the Ice Ribbon and networked via web page to COS.
 - Interior lighting will be automatically-controlled (on/off) by a combination of occupancy sensors, a low-voltage lighting control system and manual lighting controls.
 - Larger office spaces will have ceiling-mounted occupancy sensors. Smaller offices, storage rooms and custodial rooms will have wall-mounted, combination occupancy sensors/switches.
 - Lighting in corridors will be controlled by a low-voltage lighting control system. The control system will have built-in on/off controls based on time of day.
 - Local over-ride switches will be installed to provide manual on/off controls. An input from the BAS will place the low-voltage controls in the "occupied" mode to override the local time-of-day function.
 - Code-required automatic dimming will be provided for spaces where natural lighting is available.
 - General Operation Requirements:
 - i. Upon valid building access:
 - 1. The access control system shall place the building in an "occupied" state.
 - 2. The access control system shall activate egress lighting only.
 - 3. Upon activation of the Fire Alarm System The fire alarm shall initiate a contact at the lighting control system and shall activate egress lighting only.
 - ii. During occupied hours, corridor lighting shall not be allowed to be switched "off".
 - iii. Occupied hours shall be determined by the Owner.

STAGE AND PEDESTALS

Electrical and telecommunications infrastructure shall be included for two stage locations. Power infrastructure shall consist of approximately 200 amps of three phase power in the vicinity of each stage location. Power distribution will be provided via pedestal to support locations as coordinated with the owner. Telecommunication service shall be provided at stage control locations also to facilitate event usage. The intent is to provide power and telecommunications along with conduits and handholes to facilitate theatrical presentations.

Pedestals shall be installed in various locations as directed by the owner to coordinate with event usage plan.

SPECIFIC ELEMENTS INCLUDE:

- > Two types of pedestals shall be included:
 - Type 1: Power only. Two 120 volt receptacles rated for 20 amps (Five locations)
 - Type 2: Power only. 240/120 volt receptacles rated for 50 amps (Five locations)
 - Type 3: Power and Data. Type 1 Power and a two-port data jack (Three locations)

FIRE ALARM SYSTEM

New fire alarm control panels will be installed. This panel shall be capable of being monitored by the existing City of Spokane vendor.

The fire alarm system will be fully addressable and will include speakers for audible alarm signals and strobes for visual signals. Fire alarm system circuits will be installed in metallic raceways. The fire alarm system manufacturer will be as directed by the owner; other manufacturers will be considered as directed by the owner.

SPECIFIC ELEMENTS INCLUDE:

- > Smoke detection will be installed in corridors.
- > Manual stations will be installed at building exits and at the top of stairs connecting adjacent floor levels.
- > Beam detectors, with remote test stations will be installed in high ceiling areas such as the Entry Lobby.
- > Duct smoke detectors will be installed in HVAC equipment with air capacities exceeding 2,000 ft³/min.
- > The fire alarm control panel will release fire/smoke dampers and will provide elevator recall functions.
- > The fire alarm control panel will be capable of providing central reporting functions to a remote site.

TELECOMMUNICATIONS CABLING

A complete structured cabling system will be provided for voice and data distribution as directed by the owner. Telecommunications racks will be installed in dedicated telecommunications rooms. These racks will distribute optical fiber to telecommunications cabinets in building if required and horizontal structured cabling to telecommunication outlets.

SPECIFIC ELEMENTS INCLUDE:

- > Outlet boxes will be provided for all telecommunications outlets. Raceways will be installed from outlet boxes to above accessible ceilings.
- > J-Hooks or wire-basket cable tray will be installed to support horizontal telecommunications cabling in corridors.
- > Category 6 UTP workstation cables will be terminated on the 8-pin modular patch panels.
- > Workstation cables will be terminated on 8-pin modular jacks in recessed outlet boxes.
- > Open, horizontal UTP cable will be installed above accessible ceilings and in cable tray.

- > Telecommunications outlets will be provided for wireless access ports (WAP) utilizing Power over Ethernet (PoE) technology.
- > Two dedicated data ports and a copper POTS line shall be provided for each POS machine, ATM machine, and ticket kiosks.
- > Active network equipment such as servers, switches and WAPs will be provided by owner.

INTRUSION DETECTION AND ACCESS CONTROL SYSTEM

The facility will include an intrusion detection system and will have controlled access at selected doors. A portion of the installation will be provided by the Contractor. The remainder of the installation will be provided by owner under a separate contract.

SPECIFIC ELEMENTS INCLUDE:

- > The Contractor will provide raceway, outlet boxes and cables.
- > Owner will provide keypads, door position switches, card readers, sensors, cable termination, system programming and system commissioning.
- > New intrusion detection and access control devices will be connected to the control panels in the new building.

CLOSED-CIRCUIT VIDEO SURVEILLANCE SYSTEM

The facility will include a closed-circuit television (CCTV) system for video surveillance. CCTV cameras will be digital, using Internet Protocol (IP) and PoE. A portion of the installation will be provided by the Contractor. The remainder of the installation will be provided by owner under a separate contract.

SPECIFIC ELEMENTS INCLUDE:

- > The Contractor will provide raceway, outlet boxes, UTP cables and cable terminations.
- > Owner will provide video cameras, power supplies, system programming and system commissioning.
- > New cameras will operate over the local area network.

PAGING SYSTEM

The facility will include a simple paging system for general announcements and ambient background audio.

SPECIFIC ELEMENTS INCLUDE:

- > Approximately six zones
 - Five interior zones and one exterior zones.
- > All portions of the installation will be provided by the Contractor including raceway, outlet boxes, wiring, wiring terminations, head end equipment, speakers, and other devices necessary for an operational systems.

AUDIO & VIDEO DISTRIBUTION SYSTEM

An audio/video closet(s) housing active electronic equipment with audio/video switcher shall be provided for the following areas:

- > Entry lobby/Vendor Kiosk room
- > '74 room (2 display)
- > Sky room (1 display)
- > Meeting room (1 display)

- > Break room (1 display)
- > Open Work Area (2 display)

SPECIFIC ELEMENTS INCLUDE:

- > Digital Signage rough-in at northeast corner of the Pavilion shall include three 1" empty conduits with pull string routed from main building to a handhole vault at approximate locations.
- > Jacks will allow media sources to display video content through wall-mounted displays and broadcast audio content through the zoned paging speakers.
- > Ceiling-mounted speakers and an audio amplifier will be provided for '74 room.
- > Equipment provided by owner will include video monitors, video distribution servers/software and DVD and/or Blu-ray players.

SOUND REINFORCEMENT SYSTEMS

A complete sound reinforcement system will be provided for the '74 room.

SPECIFIC ELEMENTS INCLUDE:

- > The system will be capable of distributing voice and music and will have permanent speakers with wired and wireless microphones.
- > Assisted listening equipment will also be provided.
- > The sound reinforcement system will interface with the other systems muting local audio input and allow paging distribution.

Systems not included

Unless otherwise directed, the following systems will not be installed:

- > Clock system.
- > Intercomm system
- > Community Antenna Television Service (CATV)



GENERAL

1. Plan key notes are too small; provide larger plan key notes. **Key notes have been revised.**
2. Remove outdated design elements from validation submittal. **We believe outdated design elements have been removed.**
3. Update images to show actual GMP scope of work. **We believe most images show major current concepts for actual GMP scope of work. Some images do show an earlier version of the shade canopy but the concept is similar to the current scope. Also note that all images are conceptual at this stage of the project and some subtle or detail variations may occur, but, in general, images show actual GMP scope of work. Current alternate work is noted as such.**
4. Remove references to alternate bid (enhancements) scopes of work from validation submittal. **Outdated references to alternate bid work have been removed. Current alternate work is noted.**

SCOPE ITEMS

1. Provide a narrative explaining fencing system that secures the Pavilion footprint at night, during the off-season and for ticketed events. **Item 20 added in Section 4 on page 15.**
5. Provide a narrative explaining ticketing/point-of-sale/will call and security metal detector approach and proposed locations. **Item 21 added in Section 4 on page 15.**
6. Provide a narrative explaining how Pavilion net/lights maintenance access will be achieved due post construction. **Pavilion net and illumination maintenance will require rental of a telescope boom lift. Slope of switchback paving is 5% which will allow access for the boom lift within the eastern topography of the Pavilion ring.**
7. Clearly define and document DB Team/utility provider/owner scope of work and financial responsibilities with utility providers: Avista, Comcast, Century Link, etc. prior to submitting final GMP budget information. **Coordination with Avista Utilities and CenturyLink is in process. Both utilities have been in discussions for updating their service to the Pavilion and infrastructure through affected areas. It will require several meetings throughout the design process to finalize all details. Main concepts have been discussed.**
8. Provide flagpole. **Added to Central Plaza narrative. Other options include maintaining or replacing the existing flagpole at the south portal.**
9. Review RFP attachments including DB Team/Owner responsibilities to confirm scopes of work to be included in GMP budget. **Scope of work requirements as discussed during the Validation Period are included in the GMP budget.**
10. Provide list of assumptions and clarifications made by DB in the preparation of the validation amendment proposal to supplement the information contained in the drawings and narratives. **To be provided separately by Garco.**
11. GMP Proposal to include at a minimum: Project GMP Budget detail, Final Validation Submittal, Project Milestone Schedule (design and construction) and a list of enhancements not included in GMP Amendment documents. **Revised Validation Period Basis of Design Submittal will be transmitted with this document. All other items to be provided separately by Garco.**
12. Stage storage requirements to be addressed post GMP amendment. **OK.**

13. Note validation submittal to incorporate Park wide standards into design/construction. **This will be accommodated to the extent possible. Many elements of the Pavilion project are unique and Park Standards do not apply. Based on past review of Park Standards, some standards may require additional clarification.**
14. Budget/Allowances – confirm that items listed in the preliminary validation narratives (ornamental metal panel veneer, Streetlife Curve Benches, transparent stainless steel mesh railing, overlay of aggregate for a premium finish, stainless steel handrails, custom lockable gate system, etc. And allowances) are indeed in Pavilion GMP budget. **We believe the narratives have been edited to reflect current GMP budget.**
15. Review AV/Stage/Sound and electrical infrastructure requested per Craig Volosing 10/13 & 10/18 memos and notify PMO of any scope not included in the GMP. **Infrastructure requirements (large PVC conduit from Pavilion floor to terrace for audio system systems, future consideration of additional storage, power connections) are included in the GMP.**

2.A. LOCAL and DESTINATION CONCERT PLANS, Page 8

Current stage location does not work with backstage requirements/patrons circulation. Stage will typically be located south of West building lobby. **Stage location will be reevaluated post-GMP. Any changes to stage location and related elements will have minimal cost impacts.**

4. PAVILION FLOOR, Page 13

Add power for stage spotlights at two eastern gathering terraces. **Electrical systems will include sufficient power and data connections for stage spotlights at two eastern gathering terraces.**

Second Paragraph – references new architectural wall creating a portal – is this obsolete? **No, it is not obsolete. It is still shown on the plans.**

Page 14

- 1.a. - Integrated paving medallions ? Provide explanation. **Inset precast concrete or cast metal elements.**
- 2.B - Veneer – how about boulders and cut basalt? **Not recommended, while these would be great materials on the outside of the pavilion, once inside the ring is another worldly landscape, a world's fair pavilion reimagined, used of organic material seems amour of place for the vision of this “absurd” environment.**
- 2.C - Cover – confirm number of gathering space is to receive permanent cover included in GMP shading budget. **Removed in Section 4, addressed in Section 8.**
- 2.E - Specialty lighting – what is specialty lighting scope? Need to make it clear (visually) what is in GMP only. DB team needs to separate base bid lighting from possible alternates. Park board needs to visually understand what base bid lighting looks like without alternates for specialty lighting. **This will be deleted.**
- 2.G - Review AV/Stage/Sound infrastructure requested per Craig Volosing 10/13 & 10/18 memos and notify PMO of any scope not included in the GMP. **See Scope Item 15.**

Page 15

6.a - Sloped grade between switchbacks (9) 6:1 preferred, 4:1 Max This will be evaluated as the design develops further. Slopes are a result of switch-backing paths and ADA grading. Lower slopes will require regrading of paths and/or added walls.

7. – Eco-blocks? Provide explanation Eco-blocks are a cost effective way to retain grade and allow inevitable settlement. Eco-blocks would NOT be visible in any way with a concrete cap and metal veneer. Details and options will be developed and explored as design develops.

Page 16, Plan view

PMO concerned about excavations north of Pavilion ring for Rivers edge areas and likely archeology impacts. Need to discuss during design development. OK.

Exterior route around north end of building to be ADA compliant. It is ADA compliant.

Page 17

11. Bituminous aggregate asphalt; provide additional information during design development for consideration. OK.

Site plan – can the path north of the pavilion ring extend westward (as ADA compliant) to river's edge area? No, an ADA access cannot be made between the NE entry and the Rivers edge. To do so will take extensive engineering, structures and switch-backing. This was studied and eliminated as too expensive, and a major permitting challenge.

4.B Northeast Entry, Page 17

Delete reference to zip line launching pad. Fine, be that way. It's still a good idea!

Page 18

1. Stainless steel handrail – galvanized and painted is the Park wide standard. SS is a better long-term low-maintenance solution. The same SS railing system is being used elsewhere in the park.

7. Custom lockable gate system – provide Park wide network compatible system. OK. Provide clarification and details of requirements.

8. Exterior signage/projection opportunity – provide rough in for signage. OK. Noted in narrative.

5. CENTRAL GREEN

Page 19

A .3 – Central Plaza Paving – bituminous aggregate - concern that the asphalt area will be too hot during the day in the summer. Discuss alternative surfaces that would alleviate this concern during design development. OK.

Page 20

Site plan - north end of Central Plaza is "flat" east to west; rendering on page 5 shows "zig-zag". Drawings should be consistent. Drawings are conceptual. Paving pattern will be developed as noted in Section 5.A.3.a.

13. Temporary Event Fencing – see Scope Item note regarding permanent fencing/enclosure. No permanent fencing is planned for the Central Plaza. A fencing strategy is identified in the “use” diagrams, but those are up the event to provide. Sleeves for temporary fencing could be provided, but ideal locations would likely vary depending on the event... best left to the specific event planner to manage their site.
14. Temporary Event Ticketing – see Scope Item note regarding ticketing rough – in. There will be no permanent ticketing infrastructure this area, but ample utility outposts can be used if desired. We have identified an access/fencing strategy in the “use” diagrams, but those are up the event to provide, best left to the specific event planner to manage their site. 11/15/17 PMO response: permanent ticketing infrastructure requirements if applicable will be determined during design development.

Specific Elements Include, Page 21

Site plan – provide utility outposts at north and south ends of central green for vendors. Utility outposts are already included in Promenade project scope.

2. Sloping lawn seating area: Max slope should be 4:1; 6:1 preferred for mowing. This requirement will be explored as design develops.
5. M&O screening wall – 48 inch screening should be 6 ft. tall & fencing and should be opaque. This requirement will be explored as design develops.

5C. West Building Green Roof, Page 22

- 1.a steel planter – why use steel? Easy to prefabricate and place, relatively light-weight (and typical) way to create deeper soil pockets for trees over structural slab (CIP, CMU, and stone are much heavier on the structural slab).
3. Terrace emergency egress path - Show this element on revised validation drawing/plan. It is shown at the south end of the Riverview Terrace, east and south of the trees.

6. WEST BUILDING,

Page 24

1st paragraph – mobile vendor kiosk – indicate utility connections to be provided. Power and telecommunications; water and sewer at 3 locations.

Page 26

- H. New stairs at all locations – do existing stairs get replaced? The existing south stair will remain (compliance with current code will need to be confirmed). The north stair is new. A new stair will be required on the north exterior for access to the Riverview Terrace as part of that alternate.
- H. Are glass panels and stainless steel cables reflected in budget? Yes.
- I. Casework – define specialty casework finishes. Finishes will be defined during DD phase.
- L. Leasable concession space – include electrical, mechanical, plumbing rough in information. OK.

C. Service Yard

Provide turn study during design development. OK.

Specific Elements Include:

1. Existing service yard paving – is the existing paving worth keeping? **No.**
3. Is dock leveler to be provided at the truck well? **The need for a dock leveler will be explored as design develops.**

Page 27

5. Service Gate – indicate location of service gate on plan. **Service gate is shown on other site plan drawings...it will be included!**

7. Pavilion Illumination, Page 29

2nd paragraph

Quantify the amount of programming that will be provided in GMP; the emphasis should be placed on easy and simplistic programming. **Programming includes on-off, changing colors and dimming as desired to create patterns and/or animation/the appearance of movement. Pre-programmed “scenes” can be included but customized programming for special events will be recommended to take advantage of the system capabilities.**

DB team needs to separate base bid lighting from possible alternates. Park board needs to visually understand what base bid lighting looks like without alternates. **All images shown indicate base bid lighting only (the “illumination blade” concept). Alternates are for additional lighting on the mast, crown ring, north and south portal arches and perimeter walls. These images have been deleted.**

Page 31

Illumination Blades with LED Strips

Typical factory warranties 5 years – ET looking for 10 to 15 year maintenance program more details to follow. **Previous request was for 5 to 10 years.**

Positive Aspects, 4th bullet some supplemental lighting will still be required to elevate viewing ground levels – please describe in detail. **Although the illumination blade concept does provide lighting on the ground level, this does not preclude the need for lighting specifically on the ground level. See site lighting section, page 49 for additional information.**

8. Shade Canopy – Update entire section. OK.

9. Elevation Experience, Page 39 - elevated rope mesh – delete text if not included in GMP. It will be deleted.

Page 40

Stainless steel handrail is not a park-wide standard. **SS is a better long-term low-maintenance solution. The same SS railing system is being used elsewhere in the park.**

Delete list of enhancements items from this text. **Mesh is the only item.**

10. Existing Structure Improvements

Page 42

G. Revise to read: Remove fabric support cables and anchoring. **OK.**

Add H. Remove Abandoned electrical/lighting/etc. from Pavilion structure. **OK.**

11. Civil Scope of Work

12. Mechanical Scope of Work

Provide Park wide standard building control system. **May need clarification of Park Standards.**

Provide Park wide standard plumbing fixtures. **Based on experience trying to attain compliance at the Looff, this will need substantial clarification.**

13. Electrical Scope of Work, Page 47

Remove typos from the electrical scope of work. **We believe typos have been corrected.**

Provide Park wide standard electrical fixtures. **Standards will be met where possible. This unique project may require some variation from Park Standards. Most pedestrian and exterior pathway lighting will be based on RFP Lighting Design Standards. Deviations will be noted to the Owner for approval.**

Coordinate/confirm extent of utility work with Avista, Comcast and Century Link prior to final validation submittal. **See Scope Item 7.**

Page 48

Telecommunications Service Specific Elements Include: – who provides permanent optical fiber service? **CenturyLink provides the permanent optical fiber installation to the Pavilion. In addition, COS IT will provide a separate and sufficient optical fiber feed to the Pavilion. COS has asked that we install separate vaults and conduit (no cabling or termination) for that. This is common across the new park projects at this point.**

Note city requires separate vault and conduits for fiber and vendor utilities (CenturyLink and Comcast). **The COS is requiring that the vaults and conduits that serve CenturyLink (or other 3rd party) be completely separate from the COS IT fiber install. If CenturyLink wants to provide vaults, conduit and labor to the project, then it can be their infrastructure. If not, the infrastructure will be 3rd party (not exclusively CenturyLink).**

Emergency Power

Is emergency power required at the Pavilion ring due to occupancy? Should it provided for safety sake? **Emergency power is required for egress illumination and a few other very small life safety tasks only. It could be provided with an inverter or generator. The inverter would only be able to provide power for approximately 90 minutes. The generator could go longer with and without refueling. Currently, a generator is included to assist with evacuation and more consistent emergency power over a longer period of time. A small generator should cost less than the necessary sized inverter.**

Power

Review electrical requirements requested per Craig Volosing 10/13 & 10/18 memos and notify PMO of any scope not included in the GMP. **See Scope Item 15 and notes added to narrative.**

Page 50

Fire Alarm System – is fire alarm system required at the Pavilion ring due to occupancy? **COS will require full detection in any building. Exterior gathering areas will need notification.**

Specific Elements Include: delete reference to “Commons.” **OK.**

Note: interior and exterior Wi-Fi is required to be in GMP per RFP. **OK.**

Page 51

Intrusion Detection and Access Control System – how many doors included in GMP? **As the design develops, a review of the floor plan with the owner (Scott Stipe) will be completed to determine the number of locations.**

Closed Circuit Video Surveillance System – how many cameras are included in GMP? **As the design develops, a review of the floor plan with the owner (Scott Stipe) will be completed to determine the number of locations.**

Audio and Video Distribution System – add digital signage rough –in to northeast corner of Pavilion for future Marquee signage. **Rough-in added to system narrative.**

DRAFT

PAVILION AND PROMENADE GMP LIST OF ASSUMPTIONS AND CLARIFICATIONS

1. SPECIFIED GENERAL CONDITIONS/NEGOTIATED SUPPORT SERVICES

- a. See Attachment one – highlighted items included in GMP.
- b. See Attachment two – highlighted items included in GMP.

2. PAVILION NET STRUCTURE

- a. GMP includes repair of cable net structure/elements as described in the Integrus Conditions Assessment Report (including painting) included in RFP.

3. EARTH WORK

- a. Geotechnical investigation/report by Owner
- b. Owner has contingency for disposal of contaminated soil off Park property, rock excavation and disposal, and contaminated groundwater treatment.
- c. Contaminated soil
 - i. Disposal of contaminated soil off Park property not in GMP.
 - ii. Relocation of contaminated soil on-site in GMP.
 - iii. GMP includes assumption that North Bank stockpiled soil will yield 6-8,000 CY of screened suitable structural material for Pavilion project.
 - iv. Disposal of screened North Bank stockpiled waste/debris not in GMP.
 - v. GMP includes assuming using contaminated soil for remainder of fill required for pavilion topography.
 - vi. Excavated contaminated soil may not be used to backfill utilities.
- d. Rock/Contaminated ground water
 - i. Rock removal/disposal not included in GMP
 - ii. Contaminated groundwater mitigation not included in GMP.
- e. GMP includes costs associated with Import of clean material for utilities and 8-9,000 CY of import for clean structural fill.
- f. Erosion Control/Construction Storm Water mitigation included in GMP.

4. TREE REMOVAL/PROTECTION

- a. Tree removal and pruning by others
- b. DB team responsible for:
 - i. Removal of tree stumps.
 - ii. Maintain temporary irrigation to all remaining trees impacted by construction work.
 - iii. Maintain tree protection zones established by others for the duration of the project.
 - iv. Protection of tree/roots/canopy
 - v. Identify and mark the extent of roots/branches/etc. that need to be pruned in order to facilitate construction work.
 - vi. Coordinate with city's consultant regarding tree pruning due to construction work.

5. STREETS/TRAFFIC CONTROL

- a. Traffic control costs for all street work in the GMP.
- b. Garco to provide temporary Havermale island fencing and gates in GMP.
- c. Street cleaning and dust control during sitework operations in GMP.

6. PERMITTING

- a. Permit fees to be paid by owner. See Attachment three
- b. Garco to provide proper notifications to Cultural Resources/Spokane Tribe monitors regarding any unearthed foundations, etc.
- c. Archaeological monitoring responsibility of the owner.

7. UTILITIES

- a. Utility connection fees not in GMP
- b. Six utility vaults (for Avista, City IT, low voltage vendors) included in Promenade GMP. All other vaults to be provided by owner.
- c. GMP to include installation of conduit for owner furnished owner wireless access points (WAPs) within Pavilion and Promenades project extents.

8. MISCELLANEOUS

- a. Maintenance programs for illumination Blades and Pavilion net maintenance to be developed post GMP Amendment approval.

GMP AMENDMENT

EXHIBIT B

1. Design and Construction Milestone Schedule - PENDING

City Clerk's No. _____



City of Spokane
Parks & Recreation Division

CONTRACT
Title: RECREATION MANAGEMENT SOFTWARE

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, a Washington State municipal corporation, as ("City"), and **CIVICPLUS**, whose address is 302 South 4th Street, Suite 500, Manhattan, Kansas 66502, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **RECREATION MANAGEMENT SOFTWARE, PROJECT IMPLEMENTATION AND DEPLOYMENT**, in accordance with the Company's Statement of Work. Company will provide hosted services to City, which hosting will be in the continental United States.
2. CONTRACT TERM. The Contract shall begin November 20, 2017, and run through November 10, 2019, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) additional one year renewals. The Agreement of the parties includes this Contract, Company's Statement of Work, and Company's Master Services Agreement except as modified herein.
3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) (not inclusive of sales tax)** for the first year; for the second year, if renewed, the City shall pay the Company a maximum amount not to exceed **THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) (not inclusive of sales tax)**, for everything furnished and done under this Contract. If renewed for a third year, CivicPlus may reevaluate the annual rate of **THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) (not inclusive of sales tax)** to an amount not to exceed 2.9%. If renewed for a fourth and fifth year, the annual rate may be increased by 2.9% each year.
4. PAYMENT. The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. LIABILITY.

- A. To the extent that Company has a contractual relationship with an underlying carrier or service provider whose facilities or services are used in furnishing services to the City under this contract, Company shall be liable to the City for a damages resulting from the negligence of those carriers or service providers.
- B. Protection of personal privacy and sensitive data are an integral part of the services provided by Company. Any damages resulting from any data breach that is the result of Company's negligence shall be Company's sole liability and City will have no liability to Company or third parties for Company's negligence.

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

8. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

10. TERMINATION. Either party may terminate this Contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

11. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as 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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

13. DEBARMENT AND SUSPENSION. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

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

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 Company 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 Company.

17. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

CIVICPLUS

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

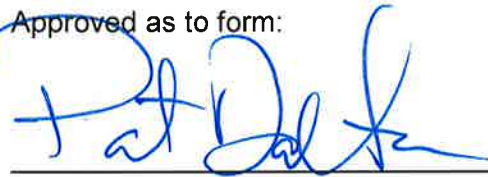
CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:



Assistant City Attorney

11-15-17

Attachments that are part of this Agreement:

Certificate of Debarment
CIVICPLUS' Statement of Work
CIVICPLUS' Master Services Agreement

17-131a

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

**Exhibit A.1 - CivicRec Statement of Work**

All Quotes are in US Dollars and Valid for 30 Days from September 29, 2017

Project Implementation and Deployment

- Setup of CivicRec Recreation Management Software
- Up to 40 hours of Project management
- Up to 40 hours of System integration/data migration **\$65,000**
- Merchant account set-up, if desired
- 4 Days Onsite Training for up to 12 Client staff members
- **10** hours web-based training for up to 6 Client staff members
- First Year Annual Services

	Total First Year Fees	\$65,000
Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)		\$37,500
<i>Billed 12 months from SOW signing</i>		

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total First Year Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half of the Total First Year Fees;
 - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Renewal Term Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service.
5. At the onset of each Renewal Term, beginning with the second Renewal Term (after 24 months of service under this SOW), CivicPlus may reassess the annual fees based on historic data (actual transaction volume occurring during the prior one year Renewal Term) to ensure that the Annual Services Fees accurately reflects the transaction volume processed.
6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
7. If CivicPlus provides the merchant account for the collection of registration and other credit card monies on behalf of Client, it shall charge a per transaction processing fees ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated using a "Processing Rate" which is a percentage of each positive Charge that is captured through the system. No Processing Rate fees are credited back in the event of a refund or credit. In addition to the Processing Rate, an additional Transaction Fee will be assessed which is a fixed amount per transaction. This Transaction Fee will also only apply to positive Charges and will not apply to Refunds or Voids. Unless otherwise specified, all fees due and payable to CivicPlus will be deducted from the funds collected in the merchant account prior to disbursement. Unless otherwise arranged, disbursements will occur either monthly (on or about the 1st of the next month) or semi-monthly (on or about the 1st as well as the 16th of each month).

i. Standard Merchant Processing Rates are as follows:



Exhibit A.1 - CivicRec SOW for **Spokane, WA**

Processing Rate - 3% per "charge" transaction

Transaction Fee - \$.30 per transaction

- ii. There are no monthly minimum fees for merchant processing. Client simply pays for what it uses.
- iii. CivicPlus reserves the right, at any time, to adjust the merchant processing rate or transaction fee to more accurately reflect the amount and type of credit card transactions being processed. CivicPlus will give 30 days' notice upon such change.
- iv. In addition to the Merchant Fees, Client will also be responsible for extraordinary processing fees assessed by CivicPlus' merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, CivicPlus shall invoice Client the first week of each month for any such fees in excess of the funds collected in the Client merchant account incurred during the prior month's processing. In any event, Client shall only be responsible for payment to CivicPlus of actual, additional fees charged to CivicPlus by the merchant as discussed under this subsection.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Addendum 1 to Exhibit A.2 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- **Access** – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- **Online Registration** – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- **Documentation** – All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- **Data Backups** – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- **Enhancements** – New features will be added to CivicPlus throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Thereafter, Client will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- **Client Support** – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- **Data** – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

**Contact Information****Organization**

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #Billing Terms **Annual**Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Spokane, Washington ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.



Master Services Agreement for Spokane, WA

12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

15. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

21. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

22. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with

MSA Page 2 of 3



Master Services Agreement for **Spokane, WA**

their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

23. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
24. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

25. This Agreement and any attached SOWs may be extended to any public entity in the State of Washington to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
27. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500

Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.