



Spokane Park Board Agenda

3:30 p.m. Sept. 13, 2018

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

Park Board Members:

Nick Sumner – President
Rick Chase – Vice President
Leroy Eadie – Secretary
Chris Wright
Ted McGregor
Greta Gilman
Sally Lodato
Jennifer Ogden
Gerry Sperling
Jamie SiJohn
Mike Fagan – Council Liaison

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:** [Aug. 9, 2018, regular Park Board meeting minutes](#) and [Aug. 27, 2018, special Park Board meeting minutes](#)
3. **Additions or Deletions to the Agenda:**
 - A.
4. **Special Guests:**
 - A. Loma Vista Park cleanup recognition and thanks – *Nick Sumner*
 - B. [Riverfront Park Campaign update](#) – *Carol Neupert*
5. **Claims:** [Claims for the month of August 2018](#) – *Chris Wright*
6. **Financial Report & Budget Update:** *Mark Buening*
7. **Special Discussion/Action Items:**
 - A. [North Bank rides complex feasibility study](#) – *Nick Sumner*
8. **Committee Reports – Action Items:**

Urban Forestry Tree Committee: Sept. 4, 2018 – *Rick Chase*

 - A. None

Golf Committee: Sept. 11, 2018 – *Nick Sumner*

 - A. [Bluebird Tree Care construction contract/Indian Canyon golf course tree work construction contract \(\\$52,305.60\)](#)

Land Committee: Sept. 5, 2018 – *Greta Gilman*

- A. [A.M. Cannon baseball field renaming](#)
- B. [AHBL contract/Manito Mirror Pond renovation design \(\\$68,370\)](#)
- C. [The Trust for Public Lands contribution agreement/Dutch Jakes Park](#)
- D. [Mike Terrell Landscape Architecture contract extension and amendment/Dutch Jakes Park \(\\$36,444.40\)](#)

Recreation Committee: Sept. 10, 2018 – *Sally Lodato*

- A. None

Riverfront Park Committee: Sept. 10, 2018 – *Ted McGregor*

- A. [Riverfront Park redevelopment update](#)
- B. [Bernardo | Wills Architects contract amendment/traffic signal/intersection design \(\\$65,000\)](#)
- C. [Garco Construction change order #8/Pavilion and Promenade \(\\$58,805, plus tax\)](#)

Finance Committee: Sept. 11, 2018 – *Chris Wright*

- A. None

Bylaws Committee: *Jennifer Ogden*

- A. None

9. **Reports**

A. Park Board President: *Nick Sumner*

B. Liaisons:

- 1. Conservation Futures Liaison – *Nick Sumner*
- 2. Parks Foundation Liaison – *Ted McGregor*
- 3. Council Liaison – *Mike Fagan*

C. Director: *Jason Conley*

10. **Executive Session:**

A.

11. **Correspondence:**

A. Letters/emails: [Amusement rides](#)
[Looff Carousel hours](#)
[Bemiss Neighborhood](#)

B. Newsletters: *Hillyard Senior Center*

12. **Public Comments:**

13. **Adjournment:**

14. **Meeting Dates:**

- A. Next Committee meeting dates:
 Urban Forestry Committee: 3 p.m. Oct. 2, 2018, Riverfront Park
 Land Committee: 3 p.m. Oct. 3, 2018, Manito Park meeting room, Manito Park
 Recreation Committee: 5:15 p.m. Oct. 4, 2018, Park Operations lunch room, 2304 E. Mallon
 Riverfront Park Committee: 8:05 a.m. Oct. 8, 2018, City Council Briefing Center

Golf Committee: 8 a.m. Oct. 9, 2018, Manito Park meeting room, Manito Park
Finance Committee: 3 p.m. Oct. 9, 2018, City Conference Room Lobby – Tribal,
first floor City Hall

- B. Next Park Board: 3:30 p.m. Oct. 11, 2018, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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Spokane Park Board

3:30 p.m. Aug. 9, 2018

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

Park Board Members:

- X Nick Sumner – President
- X Rick Chase – Vice President
- X Leroy Eadie – Secretary
- X Chris Wright
- X Ted McGregor
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- X Gerry Sperling
- Jamie SiJohn (absent/excused)
- X Mike Fagan – Council Liaison

Parks Staff:

Jason Conley
Mark Buening
Garrett Jones
Al Vorderbrueggen
Jennifer Papich
Angel Spell
Jonathan Moog
Berry Ellison
Fianna Dickson
Ryan Griffith
Carl Strong
Steve Conner
Pamela Clarke

Guests:

Jerry Unruh
Terri Fortner
Dr. Suzan Entwistle
Hal McGlathery

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** *Pamela Clarke*
See above

2. **Minutes:**
A. July 12, 2018, regular Park Board meeting minutes and the July 30, 2018, special Park Board meeting minutes

Motion No. 1: Mike Fagan moved to approve the July 12, 2018, regular Park Board meeting minutes and the July 30, 2018, special Park Board meeting minutes.

Rick Chase seconded.
Motion carried with unanimous consent.

3. **Additions or Deletions to the Agenda:**
A. None

4. **Special Guests:**
A. SYSCA Update – *Jeff Edwards*, Corbin Senior Center executive director, presented a recap of the second quarter activities, fundraising accomplishments and participation hours at Spokane's 10 youth, senior and community centers.

5. **Claims:** Claims for the month of July 2018 – *Chris Wright*

Motion No. 2: Chris Wright moved to approve claims for the month of July 2018 in the amount of \$3,130,585.33.

Mike Fagan seconded.

Motion carried with unanimous consent.

6. **Financial Report & Budget Update:** – *Mark Buening* provided the July Financial Report & Budget Update. Park Fund revenue is tracking at 75.09% of the projected budget. This loss in revenue is primarily due to the Riverfront Park redevelopment project. Parks Fund expenditures are tracking at 100.92% of the projected budget. The Golf Fund revenue is tracking at 108.55% of the projected budget. The Golf Fund expenditures are tracking at 103.02% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$36.26 million have been expended and \$20.5 million expended/committed, to date. This leaves a \$11.3 million budget balance.
7. **Special Discussion/Action Items:**
 - A. None
8. **Committee Reports:**
 - Urban Forestry Tree Committee:** July 31, 2018, *Rick Chase*
 - A. Action Items: None
 - B. The next regularly scheduled meeting is 4:15 p.m. Sept. 4, 2018, at the Woodland Center, Finch Arboretum.
 - Golf Committee:** Aug. 7, 2018, *Nick Sumner*
 - A. Action Items: None
 - B. The next scheduled meeting is 8:05 a.m. Sept. 11, 2018, Manito Park conference room, Manito Park.
 - Land Committee:** Aug. 1, 2018, *Jennifer Ogden*
 - A. **Sculpture along Centennial Trail** – *Garrett Jones* presented a proposal from Dr. Suzan Entwistle to donate a sculpture to be installed on Park property located to the west of Monroe Street Bridge on the north side of the river along the Centennial Trail. Dr. Entwistle has agreed to commission renowned local artist Richard Warrington to create the artwork. In addition to covering the full cost of art and installation, Dr. Entwistle will pay the 10% maintenance fee to cover upkeep of the sculpture. Dr. Entwistle explained Mr. Warrington anticipates the timing will be September/early October. The 6-foot tall sculpture depicts a family and would be made of 12-gauge Corten steel with a chlorine treatment which will give it an aged, rusted appearance. The art is budgeted at \$13,500, not including installation. Craig Lee of Coffman Engineers Inc. agreed to produce the engineering documents and Jim Frank of Kendall Yards is in support of the project. The language on the plaque will be brought before the Spokane Arts Council and Joint Arts Committee for approval.

Motion No. 3: Jennifer Ogden moved to accept the sculpture proposal from Dr. Suzan Entwistle as presented.

Gerry Sperling seconded.

Motion carried with unanimous consent.

- B. **Spokane Falls Boulevard building heights resolution** – *Garrett Jones* presented the Spokane Falls Boulevard building heights resolution. Next week, City Council is expected to

take action on a recommendation from the Spokane Falls Boulevard Building Heights Working Group to change a city ordinance which applies height restrictions on buildings along Spokane Falls Boulevard (DTC-100 zone). The ordinance is designed to prevent shading from buildings in Riverfront Park. The existing ordinance permits building heights up to 100 feet. The Working Group recommends allowing additional height up to 200 feet for residential uses above 100 feet with a limitation of floor plate size above 100 feet that keeps space between towers to allow light into Riverfront Park. While the Park Board is not a governing entity of the property affected, the board and staff felt a resolution noting support would be appropriate to offer City Council. The resolution supporting the Working Group's recommendation includes reasoning as to why the Park Board supports changing the ordinance. The resolution notes the following: 1) the board believes the change in the proposed height limits will not affect the shade conditions in Riverfront Park during the spring, summer and fall months nor materially increase shade in the park in the winter months; and 2) the change would increase the amount of pedestrian use in and near the park.

Motion No. 4: Jennifer Ogden moved to approve the Spokane Falls Boulevard building heights resolution as presented.

Greta Gilman seconded.

Sally Lodato requested the resolution include the following additional language as recommended by the Land Committee: a minimum of 75 feet between towers. The amended motion was accepted.

Motion carried with unanimous consent.

C. Library support resolution/Liberty and Shadle parks expansion – *Garrett Jones* presented a proposed resolution to support the library expansion at the Shadle Park and a new branch at Liberty Park.

Motion No. 5: Jennifer Ogden moved to approve the resolution supporting the library expansion at the Shadle Park and a new branch at Liberty Park.

Rick Chase seconded.

Motion carried with unanimous consent.

D. The next scheduled meeting is 3 p.m. Sept. 5, 2018, Manito Park meeting room, Manito Park.

Recreation Committee: Aug. 2, 2018, *Sally Lodato*

A. 2019 Athletic Field Fees – *Jennifer Papich* presented background on a recommendation to increase field use fees for 2019. In the past five years, athletic field use fees have not increased and in some instances field use fees have not increased in seven years. Ms. Papich explained field use fee increases are needed to keep up with increasing operating costs. The recommendation includes: 1) Dwight Merkel Sports Complex hourly rates will increase \$2/hour; Franklin and Southeast Sports complexes and Tier 2 parks hourly rates will go up \$1/hour; Tier 3 park hourly rates will increase \$0.25/hour; and complex light fees will increase \$2/hour. Ms. Papich reported staff reached out to user groups and did not hear negative or positive feedback regarding the proposed increase. Nick Sumner suggested staff look into the option of Parks providing more services, such as maintaining the fields, and potentially charge more. This will allow users to be offered increase services for a higher use fee.

Motion No. 6: Sally Lodato moved to approve the proposed 2019 athletic field fee increases.

Jennifer Ogden seconded.

Motion carried with unanimous consent.

B. The next scheduled meeting is 4 p.m. Sept. 6, 2018, Corbin Senior Center, 827 W. Cleveland Ave.

Riverfront Park Committee: Aug. 6, 2018, *Ted McGregor*

1. A. Garco Construction Inc. change order #7/Pavilion and Promenade (\$168,773, plus tax) – *Berry Ellison* presented the proposed change order #7 with Garco Construction for work on the Pavilion and Promenade project in the amount of \$168,773, plus tax. The change order includes adding a 30-day to substantial completion extension to June 29, 2019, in order to allow for the additional scope of work. It involves the following work on the Pavilion: 1) add design for four utility outposts; 2) add removable spotlight platforms; and 3) delete concrete band from Central Plaza paving. Additional work on the Promenade project includes: 1) add a 400-amp power panel on the North Bank; 2) add 11 “get even” benches; 3) partial payments for unforeseen conditions; 4) partial payment of North Bridge water line extras (these funds come out of the reimbursement from Utilities to Parks to build the water line); and 5) partial payment of rock excavation. The change order will be coming from the following construction contingencies: 1) Pavilion credit - \$8,196; 2) Promenade - \$159,309, plus tax; and 3) North Bank - \$17,660, plus tax.

Motion No. 7: Ted McGregor moved to approve change order #7 with Garco Construction for work on the Pavilion and Promenade project in the amount of \$168,773, plus tax.

Sally Lodato seconded.

Motion carried with unanimous consent.

B. M.E. Uphus Construction change order #1/Fountain Café (\$10,879.50, plus tax) – *Garrett Jones* presented the proposed change order #1 with M.E. Uphus Construction for Fountain Café tenant improvements in the amount of \$10,879.50, plus tax. The work includes: 1) repairing entry doors into public restrooms; 2) providing IT conduit for future Park WiFi infrastructure; 3) providing additional outlets and a storage room egress door; 4) repairing additional plumbing; and 5) adding decorative scoring on a new exterior concrete slab.

Motion No. 8: Ted McGregor moved to approve change order #1 with M.E. Uphus Construction for Fountain Café tenant improvements in the amount of \$10,879.50, plus tax.

Gerry Sperling seconded.

Motion carried with unanimous consent.

C. Riverfront Park redevelopment update – *Garrett Jones* presented the monthly bond update. Project highlights include: 1) Pavilion – building permit has been received and Blue Bridge work begins next week; 2) North Bank and Bosch Lot – both RFQs received qualified applicants, and a recommendation for the North Bank RFQ is expected to come before Riverfront Park Committee and the Park Board next month; and 3) Step Well – geotechnical survey and accessibility planning is complete, and the art installation is expected to be late 2018/spring 2019.

D. The next scheduled meeting is 8:05 a.m. Sept. 10, 2018, Loeff Carrousel meeting room.

Finance Committee: (The Aug. 7 meeting was canceled.) *Chris Wright*

A. Action Items: None

B. The next regularly scheduled meeting is 3 p.m. Sept. 11, 2018, City Conference Room Lobby – Tribal, first floor City Hall.

Bylaws Committee: *Jennifer Ogden*

A. Action Items: None

9. **Reports:**

President: *Nick Sumner* – No report.

Liaisons:

1. Conservation Futures Liaison – *Nick Sumner* – No report.
2. Parks Foundation Liaison – *Ted McGregor* – No report.
3. Council Liaison – *Mike Fagan* reported there may be an administrative issue with the recently approved Golf SIP loan. Mr. Fagan said he felt confident City Council will be able to resolve it by Monday.

Director: *Leroy Eadie*

1. Fire risk study – Leroy Eadie reported staff is in the process of scoping a fire risk study of the natural areas within the park system. They will be looking at the possibility of having a risk assessment of these areas in efforts to put Parks in the best situation of being able to protect its recreation areas.
2. Bond discussion – Leroy Eadie suggested the Park Board and staff continue discussions regarding the potential of bonding support for neighborhood parks. While the November bond will not involve Park bond improvements, he said looking forward it should be something the board and staff continue to assess.

10. **Correspondence:**

A. Letters/emails: Vietnam Veterans Memorial statue
Amusement rides
Safe parks for kids

B. Newsletters: Hillyard Senior Center

11. **Public Comments:** None

12. **Executive Session:** None

13. **Adjournment:** The meeting adjourned at 4:56 p.m.

14. **Meeting Dates:**

- A. Committee meetings:
- Urban Forestry Committee: 4:15 p.m. Sept. 4, 2018, Woodland Center, Finch Arboretum
 - Land Committee: 3 p.m. Sept. 5, 2018, Manito Park meeting room, Manito Park
 - Recreation Committee: 4 p.m. Sept. 10, 2018, Corbin Senior Center, 827 W. Cleveland Ave.
 - Riverfront Park Committee: 8:05 a.m. Sept. 10, 2018, Loeff Carrousel meeting room
 - Golf Committee: 8 a.m. Sept. 11, 2018, City Council Briefing Center
 - Finance Committee: 3 p.m. Sept. 11, 2018, City Conference Room Lobby – Tribal, first floor City Hall

- B. Park Board: 3:30 p.m. Sept. 13, 2018, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:



Leroy Eadie, Director of Parks and Recreation



Special meeting of the Spokane Park Board

8 a.m. Aug. 27, 2018

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

Park Board Members:

- X Nick Sumner – President
- X Rick Chase – Vice President (call in: 8:24 a.m.)
- X Leroy Eadie – Secretary
- X Chris Wright
- X Ted McGregor
- Greta Gilman (absent/excused)
- X Sally Lodato (call in: 8:14 a.m.)
- X Jennifer Ogden
- X Gerry Sperling
- X Jamie SiJohn (call in)
- X Mike Fagan – Council Liaison

Parks Staff:

- Mark Buening
- Garrett Jones
- Jonathan Moog
- Berry Ellison
- Jo-Lynn Brown
- Danielle Arnold
- Fianna Dickson
- Pamela Clarke

Guests:

- Bill LaRue
- Dell Hatch
- Hal McGlathery

MINUTES

1. **Roll Call:** *Pamela Clarke*

A. See above

2. **Action item:**

A. Bernardo | Wills Architects contract/North Bank design (\$627,600) – *Berry Ellison* presented the proposed North Bank design contract with Bernardo | Wills Architects in the amount not to exceed \$627,600 which is 10% of the overall construction budget. Six highly qualified firms responded to the RFQ. The selection team short listed to three designers. These finalists were interviewed and BWA was selected as the best qualified consultant. The scope of work involves the design and construction phase services for the new North Bank Regional Playground, renovation of the maintenance and operations facility, and a 180-car parking area. The park work will require close coordination with the proposed adjacent Sportsplex project for construction scheduling, stormwater treatment and access. The playground will showcase the regional geology associated with the glacial Lake Missoula Floods. Stormwater treatment will play a role in the interpretation of the city's "Cleaner River Faster Initiative," while exploring the options to use the runoff from the adjacent Sportsplex project to demonstrate the Ice Age floods. Potential adds to the scope of work could include a basketball court, skate/wheels park facility and amusement rides. Mr. Ellison explained there is not enough real estate to include all three adds. For instance, if the Park Board were to approve three amusement rides, there would not be adequate space to also include a wheels facility and basketball court. If the Park Board approved the contract agreement today, work by BWA would begin work immediately. Mr. Ellison estimated the construction duration to be approximately 10 months. Should contaminated soils and significant challenges delay construction, the latest completion date is projected at April 28, 2020. The project will have two substantial completion dates, including Sept. 2, 2019, for a soft opening of the playground and April 28, 2020, for the entire project completion. Scheduling involves the following: 1) Park Board to see the refined schematic plan Sept. 13, 2018; 2) open house Oct. 29, 2018; and 3) final exhibit plan Dec. 17, 2018. Dell Hatch and Bill LaRue of BWA were in attendance and introduced to the committee. Both shared their enthusiasm to have the opportunity to work on

the North Bank project. Nick Sumner strongly suggested the preferred alternative concept and costs relating to the potential rides, wheels facility and basketball court be submitted at the Oct. 11 regular Park Board meeting, rather than delaying one week which would require a special board meeting. Chris Wright shared his concern regarding a provision that Parks would be responsible to pay for extra time BWA would need to spend on the Sportsplex. He felt those professional fees should be covered by the Spokane Public Facilities District. Staff agreed to have discussion regarding these details.

Motion #1: Chris Wright moved to approve the North Bank design contract with Bernardo | Wills Architects in the amount not to exceed \$627,600.

Mike Fagan seconded.

The motion passed with unanimous consent with an 8-0 vote.

3. **Adjournment:** The meeting adjourned at 8:52 a.m.

4. **Meeting Dates:**

A. Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. Sept. 4, 2018, Woodland Center, Finch Arboretum

Land Committee: 3 p.m. Sept. 5, 2018, Manito Park meeting room, Manito Park

Recreation Committee: 4 p.m. Sept. 10, 2018, Corbin Senior Center, 827 W. Cleveland Ave.

Riverfront Park Committee: 8:05 a.m. Sept. 10, 2018, Loeff Carrousel meeting room

Golf Committee: 8 a.m. Sept. 11, 2018, City Council Briefing Center

Finance Committee: 3 p.m. Sept. 11, 2018, City Conference Room Lobby – Tribal, first floor City Hall

B. Park Board: 3:30 p.m. Sept. 13, 2018, City Council Chambers

C. Park Board Study Session: No session scheduled at this time.



Minutes approved by:

Leroy Eadie, Director of Parks and Recreation



To: Spokane Park Board

From: Carol Neupert, Campaign Manager

Re: Update on the Campaign for Riverfront Spokane

Date: September 10, 2018

The Spokane Parks Foundation staff have been busy over the last eight months – the majority of the activity has been in preparation for the Solicitation Phase of the Campaign for Riverfront Spokane. The highlights of those activities are:

- Setting up a new office and updating hardware and software
- Training staff and volunteers
- Developing policies and procedures for the campaign
- Identifying and recruiting campaign leadership
- Working with the Park Board and staff at the Parks and Recreation Division to identify the key projects for the campaign and continuing to fine tune the specifics of the projects as the information becomes available
- Developing Donor Recognition Guidelines and Naming and Recognition Opportunities for the campaign
- Creating the messaging content, producing training and educational materials
- Updating the Flipbook and PowerPoint presentation
- Finalizing the brochure
- Hosting two signature events, the first an event to inform invited potential leadership for the Campaign; and the second, the Insiders Kick Off at the Carrousel to launch the key messaging points and the PowerPoint presentation
- Researching and identifying prospects - an ongoing activity that Park Board members are invited and encouraged to participate in
- Currently scheduling campaign gatherings to educate and inspire potential donors. These will be ongoing through the end of summer 2019. (I hope you will be able to attend as your schedules allow)

As you know, the “Insiders Campaign” has been in process since June. I’m happy to report that the Park Board is at 60% participation in actual gifts and pledges made. There are several verbal commitments as well.

Thanks to the Park Board for their support of this campaign and of the Spokane Parks Foundation. I especially want to thank Chris Wright, Ted McGregor and Jennifer Ogden for chairing the Park Board segment of the Insider’s Campaign.

It’s exciting to be at this point in the campaign where the planning phase is almost complete and the lead and major gift solicitation phase is ready to begin.

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
AUGUST 2018 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - SEPTEMBER 5, 2018**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,590,061.47
MAINTENANCE & OPERATIONS	\$	963,676.81
CAPITAL OUTLAY	\$	98,253.74
PARK CUMULATIVE RESERVE FUND	\$	206,371.46

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	683,080.10
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GOLF:

SALARIES & WAGES	\$	230,275.46
MAINTENANCE & OPERATIONS	\$	203,132.74
CAPITAL OUTLAY	\$	1,972.29

TOTAL EXPENDITURES:	\$	3,976,824.07
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North Bank Rides Complex Feasibility Study

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I. Executive Summary

This study sought out to validate the operational and financial feasibility of a rides complex on the north bank of Riverfront Spokane. The stated goal of this complex was to provide an affordable entertainment option to medium-to-low income families with children with central proximity to the park. Beyond this stated goal, there has been no stated purpose or identification of need associated with the potential expenditure of tax payer dollars. Riverfront Spokane currently offers affordable (below market rate) attractions and free programming for the community.

The 2014 Master Plan was developed through extensive community outreach, an engagement survey, and a planning committee comprised of citizens and local community leaders. The results of the survey indicated a very small minority desired rides in Riverfront. One of the outcomes of the master plan eliminated permanent amusement rides from the park and proposed enlisting the services of a traveling carnival as an alternative solution.

In analyzing the financial aspects of this study, staff asserted an optimistic approach in favor of a rides complex. Special favorability was given in the sales growth rates which exceed past revenue records, a more favorable ticket sales ratio, and employed cost reduction strategies in site design and ride selection. The following conclusions were drawn from research and analysis of the north bank rides complex:

- The size of the target market is approximately 6.5% of Spokane's households or 35,000 citizens. The rides complex has greater support from out-of-area visitors. This need is currently being met by Silverwood Theme Park.
- Spokane households spend a higher portion of their income on entertainment and less on theme parks when compared with similar cities.
- A ride complex would deduct approximately 20 or more parking spaces from the north bank and forgo \$29,800 revenue, annually.
- Price sensitivity of the target consumer requires pricing to be kept below market rates which make it extremely difficult to recover operational and investment costs. Riverfront would need to sell a greater number of tickets to make up the difference. This is very unlikely given the limited size of the market and past sales history.
- A rides complex would not break even and result in a net \$743,585 loss over 20 years.

Based on the findings of this study, investment in a rides complex is not recommended.

II. Introduction

The purpose of this feasibility study is to collect and present necessary information on the operation, financial projections and constructability of a potential permanent amusement rides complex on the north bank of Riverfront Spokane. The stated goal of this study was to validate financial viability of a rides complex to provide affordable family entertainment. The City of Spokane Park Board commissioned the study to be completed by City of Spokane Park and Recreation Division staff from July 12, 2018, to September 1, 2018. Due to this time constraint and limitation of in-house resources, the following parameters were used in creating and evaluating study deliverables.

- Complex will be professionally designed, constructed and landscaped.
- Rides will be purchased. Lease options will be researched.
- Complex will be operated by Riverfront Spokane.
- All rides will be new acquisitions.
- Operations must recover the cost of the investment.
- Rides will be permanently installed year-round.
- Rides selection will be target families and children (5-12 years).

Key deliverables of this study include:

- Basic Market / Demographic Analysis
- Competitive analysis of local entertainment options
- Financial pro-forma identifying operation, maintenance and indirect cost
- Description of staffing plan
- Suggested rides mix, estimated cost of rides acquisition
- Operational season and hours
- Identification of impacts to the Redevelopment Project
- Operational model including ticketing / season pass approach and pricing
- Identification of potential funding sources
- List of infrastructure requirements and estimated cost

III. Market Assessment

A key desire expressed by a rides advocacy group has been to develop a rides complex capable of providing entertainment for low-to-middle income families. Affordability and a central proximity (approximated to be a 25-minute drive) to these groups is a desired outcome. A market analysis was completed using these perimeters. This analysis was completed with assistance of Buxton Inc. consumer analytics.

Buxton Inc. is a nationally recognized consumer analytics firm which specializes in analyzing consumer spending habits and providing actionable recommendations to nationally recognized brands. Data they provide helps businesses improve sales, better position their product/service, find consumers with like interest and identify a location for a new store.

A. Market Comparative Analysis

This study completed a basic market and demographic assessment comparing Spokane to regional markets, including Boise and Salt Lake City. New Orleans, Louisiana, was also selected because it shares similar characteristics and demographics to Spokane. The goal was to better understand Spokane's preference for theme parks and determine size of the target consumer segment with a propensity to visit a rides complex.

Target Consumer Segment

Buxton Inc. conducted an analysis of its 19 consumer segments for those with an inclination of attending theme parks based on prior spending data. Of the 10 found (representing 22% of Spokane's households), two were best aligned with the family target market of this study. Buxton calls these groups Family Union and Families in Motion. These two groups represent 8,756 (6.5%) households or approximately 35,000 citizens within a 25-minute drive of Riverfront Spokane that would likely use the rides complex.

	Families in Motion	Family Union
Head Household Age:	36-45	31-35
Est. Household Income:	\$50,000-\$74,999	\$50,000-\$74,999
Age of Children:	4-6	13-18
Features:	<ul style="list-style-type: none">• Young working-class families with moderate incomes• Child rearing purchases• Outdoor leisure• High technology adoption	<ul style="list-style-type: none">• Middle income supported by blue collar occupations• Child oriented activities• Financially cautious• Team Sports• High technology adoption

Surprisingly, the same study found those with a higher inclination for theme parks are Spokane area visitors outside the 25-minute drive range. The percentage of households increases from 22% to 44%. Of the 44%, 29% have an estimated family income between \$75,000 and \$250,000.

This data suggests there is a small local market segment within the median income range interested in rides but most potential consumers are out of the area and are less price sensitive than the premise of this study suggests.

Market Comparison

A market comparison was conducted using the cities of Spokane, New Orleans, Boise and Salt Lake City. The chart below summarizes the findings.

Spokane households on average spend about 1.0% or \$733 of their annual income on fees and admissions related to entertainment. Comparatively to other regional cities, this is slightly higher than Boise and Salt Lake City when considering median income. However, when looking where the entertainment dollars are spent, Boise and Salt Lake City show a higher preference (above the national average) for theme parks; whereas, Spokane's preference is below the regional and national average. The Spokane market appears to have a higher propensity to

spend money on entertainment then Boise and Salt Lake City but prefers not to spend it on theme parks.

	Spokane, WA	New Orleans, LA	Boise, ID	Salt Lake City, UT
Median Income	\$65,200	\$65,500	\$70,300	\$80,000
Approx. Entertainment Spending (fees & admission)	\$732.81 (1.0%)	\$464.52 (0.8%)	\$830.42 (1.0%)	\$872.52 (1.1%)
Households – 25-min drive	134,704	220,017	144,351	309,274
Visit any Theme Park in last 12 mo. (market preference) 100=Avg	92 (Below Avg)	97 (Below Avg)	105 (Above Avg)	109 (Above Avg)
Households with theme park preference	30,174 (22.4%)	85,807 (39%)	68,480 (47.4%)	121,545 (39.3%)
Households under \$75K with families (Target market)	8,756 (6.5%)	4,400 (2%)	9,383 (6.5%)	22,886 (7.4%)

New Orleans was selected for comparison due to similar median household income and Carousel Gardens; a city-managed amusement park. Carousel Gardens operates with a ticket-per-ride model similar to what is proposed in this study and charges \$4 per ride. It also has a day pass (\$18) and season pass (\$55) option. These price points are slightly higher than what is being proposed for the north bank rides complex. In comparison to Spokane, New Orleans has a greater percentage of households (39%) with a preference for theme parks within close proximity of their park.

IV. Local Competitive Analysis

The Spokane region is fortunate to be in close proximity to hundreds of free outdoor recreational activities and additional fee-based attractions for families to enjoy. For the purpose of this competitive assessment, staff focused on businesses within a 50-mile radius to Riverfront Spokane, and some applicable regional attractions that offer family-based entertainment and recreational attractions.

Since consumers prioritize their time and money when choosing between entertainment options, the intent of this assessment was to determine competitive landscape or choices the consumer has when choosing their entertainment options in order to gain insight into opportunities, risks, market share and comparative pricing.

A. Background

A rides advocacy group claims financial success of previous rides program between the years 1982 and 1995 as one reason to restore a rides program to Riverfront Spokane. The competitive landscape during this time frame was every different and few local entertainment options existed. Due to low competition of similar entertainment options and high cost barriers to enter the market, Riverfront Spokane enjoyed a competitive market advantage which was reflective of its year-over-year revenue growth. Riverfront Spokane, with exception of county fairs, was the only park to have amusement rides after the closure of Natatorium Park in 1967 and the

opening of Silverwood 1988. With new competition and lack of new investment into the rides program sales declined and Riverfront Spokane lost market share. Since 1995, over 13 new entertainment /amusement-orientated businesses have opened in the local area (Attachment C). Today, there are 25 entertainment-orientated businesses within 10 miles of the Riverfront Spokane. Consumers have more choices on how to spend their entertainment dollar.

There are many amusement-based attractions in close proximity to Riverfront Spokane but only Silverwood Theme Park offers amusement rides. They offer a large variety of classic, family, thrill and kiddie rides in addition to a water park that appeals to all ages. Riverfront Spokane will not be able to compete based on ride variety or value without significant and continuous investment. Silverwood's single gate admission pricing strategy (ticket prices ranges \$20 to \$51) can be a barrier for medium-to-low income families to participate. Should Riverfront Spokane restore its rides program, there is opportunity to continue its ticket-per-ride pricing strategy. This will allow a price sensitive consumer to build an ala carte experience to fit their budget.

B. Pricing

In developing a pricing structure for north bank rides complex, staff reviewed rack rate ticket prices of local and some regional entertainment options in order to gauge a reasonable market price. Similar comparable pricing shown below was used to evaluate possible single ticket, day pass, and seasonal pass pricing.

Business	Attraction	Price
Wonderland Family Fun Center	Go Karts	\$9 driver / \$2.50 rider
Wonderland Family Fun Center	Bumper Boats	\$7.50 driver / \$2.50 rider
Mobius	Science Center/Children's Museum	\$8 Child & Adult
Spokane County Fair	Carnival Rides	\$3 to \$5 + fair ticket
AMC Theater	Movie ticket	\$12.49 Child / \$15.49 Adult
Laser Quest	15-min game	\$9
Get Air Trampoline Park	60-min play	\$6.00 under 46"
Triple Play	Bumper Boat	\$7.75
Triple Play	Go Kart	\$7.75
North Bowl	1-hour bowling with shoes	\$10
Riverfront Spokane	SkyRide	\$6.75 Child / \$7.75 Adult
Riverfront Spokane	Looff Carrousel	\$2
Wahooz Fun Zone (Boise)	Twister ride or bumper cars	\$5.99
Wahooz Fun Zone (Boise)	Frog Hopper	\$3.99
Family Fun Center (Tukwila)	Frog Hopper	\$4
Family Fun Center (Tukwila)	Drop & Twist	\$7.50
Carousel Gardens (New Orleans)	Any Ride	\$4 / \$18 day pass

The local and regional ticket prices range from \$2 to \$9 with the median price of \$4. Staff also reviewed Riverfront Spokane past ticket prices for the amusement rides in the U.S. Pavilion to verify applicability to today's market rates. An amusement ride ticket in 1998 was \$1.75

equivalent to \$2.77 in today's dollars. Additionally, the ticket price in 2016 was \$4 equivalent to \$4.25. Past ticket pricing increased somewhat faster than inflation but still within reason compared to the market rate.

Considering that consumer affordability of the ride complex was a desired goal, pricing was selected at \$3 per ticket to better appeal to price sensitive target market. However, based on the consumer research in the Spokane market which shows that medium-to-high- income families have a higher preference for visiting theme parks, a \$4 ticket price is a reasonable market price, especially for new amusement rides.

C. Site and Location Analysis

Given the possible alternatives locations in Riverfront Spokane for an amusement rides complex, the north bank is likely the most suitable location. This site has many positive attributes, including sufficient flat space outside of shoreline restrictions, close proximity to parking, and shared synergistic qualities with the regional playground and Sportsplex as both will bring families with children of similar ages. However, the construction of the amusement ride complex runs the risk of reducing the number of parking spaces to sufficiently support the consumer demand for both the regional playground and rides. Close and convenient parking is important to families with young children. Insufficient parking may limit sales capacity of a rides complex.

V. Ride Complex Concept

A. Programmatic plan /vision

The north bank rides complex is envisioned to be a permanent addition to Riverfront Spokane and offer rides seasonally to guests; assumed to be April through October depending on weather. The complex would include three new fenced amusement rides with queues, a ticket stand that would also support light concessions, and a centrally located ride operator's booth capable of hosting the controls for all three amusement rides. The complex would be placed adjacent to shared restrooms with the regional playground and each ride would be professionally landscaped so it seamlessly integrates with other the north bank elements and achieves a positive aesthetic appearance.

Since cost is a significant factor in the decision to build a rides complex, staff considered cost reducing measures into this concept including minimizing the loss of parking, arranging rides to share a common booth, reducing the size of support facilities and choosing rides with a small site footprint.

B. Rides Selection Methodology

Significant research went into identifying the best rides to fit into a potential amusement ride complex. Various factors were considered in their selection, including:

Demographics

The expressed desire of a rides advocacy group is to build a rides complex to accommodate young children and their families. For the purpose of this study, the proposed ride selection assumed an age range of three to twelve which equates to heights of 36 inches to 55 inches based on standard growth charts. This height range was used to find amusement rides in the kiddie and family ride categories suitable for this group. Rides within these categories typically have a lower thrill factor based on lower speeds and types of movement but can accommodate a broader range of passengers.

Impact to Parking

Availability and convenience to parking was as the number one issue cited by one in five respondents in an independent community outreach survey used in the development of the master plan. Considering the reduction of overall parking space on the north bank, preserving sufficient parking to support the regional playground and ride complex is a high priority.

The proposed new parking is expected to support approximately 180 new spaces. Based on projected demand for the regional playground, ticket sales for the rides complex, U.S. Pavilion events and Sportsplex, the new lot is expected to operate near capacity and exceed capacity during peak days. This will necessitate a change in the current parking model from daily to hourly rates in order to accommodate sufficient turnover of spaces. It will also reduce or potentially end the monthly parking permit program in order to accommodate the increased utilization.

The new lot is projected to gross \$269,000 annually; equating to \$1,490 per parking space. Using proposed rides illustrated in the next section as a guideline, the north bank parking lot would lose 20 parking spaces and \$29,800, annually.

Ride Type and Variety

In developing a rides package, it was important to balance several criteria to engage consumer interest and diversify rides from similar attractions by local competitors. When it comes to amusement rides, it's important to be different and stand out. Variety in the type of motion (up, down, circular, elevation, seating position, etc.), availability of similar rides locally, and overall experience were all important factors considered. All rides selected met the basic criteria of permanent installation and accessibility by both parents and children.

The primary focus of this study was to evaluate rides for families; specially, for youth under the age of twelve. For this reason, rides for the teen demographic were not exhaustively researched. In general, teens tend to prefer rides with a higher thrill factor. These rides are typically more expensive and have larger site footprints. The proposed selection of rides would likely not appeal to teens for this reason. As an alternative, two additional rides which could increase the thrill factor for the teen demographic are suggested.

Cost of Acquisition

The cost of acquisition is defined as the total cost to purchase an amusement ride. See Attachment B for an itemized cost breakdown. Factors evaluated were base price, shipping, taxes, installation and training. A 10% contingency cost was also included to account for pricing changes, add-ons, and spare parts needed to start up a new attraction. Infrastructure improvements were not considered in the cost of acquisitions but rather covered in a separate section below. Since manufacturers would not provide an estimated annual maintenance cost for their attractions this cost was not added into the cost of acquisition and is approximated on the financial pro-forma.

Staff researched 11 possible amusement rides ranging in base price from \$165,000 to \$395,000. This range represents lower-to-median-level market rate pricing for kiddie and entry-level family rides. The proposed north bank collection is composed of rides with base prices of \$165,000, \$200,000 and \$315,000. The compact footprint of these rides also translates into lower infrastructure costs by the way of smaller concrete foundations.

Four ride manufacturers were contacted about possible lease options. All reported that they do not offer leased rides.

Quantity of Rides

The overall cost, impact to parking availability, and revenue viability of the complex were factors used to determine best number of rides in a potential complex. Complexes of two through five rides were considered. A three-ride complex was chosen because it minimized the loss of parking to 20 spaces and provided sufficient number of attractions with the regional playground to establish it as a destination. A three-ride complex also yields better day pass pricing to the target consumer segment; assumed to be price sensitive. A season pass is possible under a three-ride complex when paired with existing park attractions (skating rentals and carousel admission).

A greater number of rides will add more value to the season pass and expected to increase consumer traffic. A larger complex was not chosen because of the higher of cost investment, insufficient availability of parking from the loss of spaces and it would increase the season pass price point which would make it less desirable for the target market.

C. Ride Recommendations

The following three amusement rides were selected as a general representation of a feasible solution for the north bank ride complex. Actual ride type, pricing or manufacturer could change as a result of a competitive bidding process. Pictures below are for illustrative purposes only. Actual ride may vary in appearance or design.

Proposed Amusement Ride Collection

The Family Swinger by Zamperla



- **Description:** Smaller version of a classic swing ride suitable for the whole family. Features two rows of swings; outer row has full-size adult seats and inner row smaller seats for young riders.
- **Height Requirement:** Minimum 42" (outside seats), 36" (Inside seat)
- **Number of Seats:** 32 passengers
- **Total Acquisition Cost:** \$386,000

Heege Tower by Sunkids



- **Description:** Riders ascend tower by lightly pulling on rope which activates a motor to propel seat upward. The strength and speed used to pull directly influence the speed of ascent. Tower also rotates to give rides panoramic view. Tower is about 30 feet tall.
- **Height Requirement:** minimum 38" with adult, 48" solo
- **Number of Seats:** 8 passengers per tower
- **Total Acquisition Cost:** \$258,000 per tower

Jump Around by Zamperla



- **Description:** Small family ride suitable for young children and their parents. Cars bounce up and down while turning in a circle.
- **Height Requirement:** minimum 36" with adult, 48" solo
- **Number of seats:** 24 passengers (max 6 adults)
- **Total Acquisition Cost:** \$207,000

Alternative Amusement rides

The two rides below represent rides with a higher thrill factor aimed at increasing the age range to the tween and early teens. These rides would be recommended if a five-ride complex was selected or for possible future year expansion.

Kite Flyer by Zamperla



- **Description:** Lay-down, two-passenger gondolas let riders experience the sensation of free flight with a wave-like oscillating motion.
- **Height Requirement:** minimum 35" with adult, 42" solo
- **Number of Seats:** 24 passengers (max 12 adults)
- **Total Acquisition Cost:** \$411,000

Tornado by Wisdom Rides



- **Description:** A thrilling ride with four swinging capsules that hold four passengers each. The entire ride rotates, lifts and tilts, while riders spin the capsules themselves to create the ride they want.
- **Height Requirement:** minimum 38" with adult, 48" solo
- **Number of seats:** 16 Passengers
- **Total Acquisition Cost:** \$317,000

D. Infrastructure Requirements

Placement of a permanent ride complex on the north bank would require certain infrastructure requirements. Currently, this area is unimproved and all amenities would need to be built or added to support the operations of a ride complex. The rides complex is expected to cover an area of 12,600 square feet but may vary depending on the size requirements of selected rides. The site diagram (Attachment A) shows a conceptual layout of the site, including placement of three ride enclosures, central operators' booth, and ticket stand. These facilities represent the basic physical requirements for the site. A complete itemized cost list is available in Attachment B.

Operator Booth

As a cost saving and operational efficiency measure, three rides would be arranged around a single central operator's booth. This reduces the number of booths needed to be constructed, thereby saving on construction cost. Additionally, it enables rides operations to implement a reduced staffing model during non-peak times which help to save on labor cost. The operators' booth houses the ride controls and basic public address system for each ride. It should be large enough to enable three operators to work simultaneously with easy access to each ride enclosure. The booth also provides security for the ride controls, protection from weather and shade for the operator.

Ticket Stand

A ticket stand is an important component of the rides complex with the purpose of selling tickets, day passes and season passes. To support this function, power and data services are needed to connect Riverfront's point of sale system. Handheld scanners will be used at each ride and are needed to validate tickets and season passes. These devices require either Ethernet or Wi-Fi connection. There are also opportunities to offer light concessions and retail options over the ticket counter. These concessions may include snacks, pre-packaged foods, bottle beverages and an assortment of small items, such as sunscreen and hats. Overall, the 300-square-foot space is expected to house two points-of-sale terminals, an IT cabinet, beverage refrigerator and case work.

Ride Enclosure

A ride enclosure is required for each of the three rides being proposed. Each enclosure will vary in size based on the manufacturer's requirements and include a concrete pad / foundation, perimeter fencing, 208v 3-phase power and queue for waiting riders. Each enclosure will also need a dedicated and lockable entry and exit gate; preferably, a magnetic latching system similar to the Loeff Carrousel.

A shade cover over each ride enclosure is a highly recommended option in order to minimize closures due to heat and to protect rides from the effects of weather. As a recent example, the Berry Go Round was closed for over 177 hours from July 5 to Aug. 10 this year when temperatures became unsafe. These closures typically occurred around 12:30 p.m. and last until 7:30 p.m. Similar closures on the rides complex would adversely impact revenue expectations.

Other Site Improvements

Additional site improvements needed for ride complex included landscaping, area music, site lighting and furnishings. These items will help integrate the ride complex into the north bank setting; a key desire expressed by members of the Park Board. Additionally, adequate asset protection is needed when the complex is not in use. Perimeter fencing around the complex and security system will be required.

VI. Operational plan

Evaluation of an operations plan is an important component to the north bank rides complex feasibility study. It lays out specific perimeters and assumptions that drive financial performance of the site. Key aspects of the operation plan include descriptions of the operational model, seasonal calendar and hours, staffing requirements, maintenance requirements, administrative requirements and pricing structure. The details below are intended to provide a high-level overview of the operational plan.

A. Operational model

Staff considered two types of traditional amusement park models for the north bank rides complex, including a ticket-per-ride and a single admission ticket model. Under the single

admission ticket model, consumers would pay a single price and unlimited access to all rides. This model, akin to one used at Silverwood Theme Park, offers several advantages including convenience for guests, potentially higher revenue and a simplified ticketing process. It would also be possible to implement this model in the proposed conceptual design of the rides complex. However, this model would require a higher entry price point than a ticket-per-ride model. For this reason, staff recommends a ticket-per-ride complex to appeal to the desired consumer segment. This is also the traditional model used at Riverfront Park.

Under the ticket-per-ride model, general admission to the rides complex would be free, allowing parents and children to enter without paying. Instead, consumers will choose, a la carte, from a selection of individual ride tickets, day passes and season pass options. The affordability of this model allows the consumer to buy to their budget. Previous purchasing history indicates that parents are less likely to purchase tickets, day passes or season passes under this model. It's hoped that the lower price point and the proposed selection of family rides will encourage parents to participate.

B. Operations Calendar and Hours

Riverfront Park has a long history and experience with a seasonal amusement ride calendar. After reviewing previous park calendars and comparing with them with similar local outdoor attractions, staff is proposing a very similar calendar and operational hours for the proposed north bank rides complex. The generalized calendar below represents 1,216 hours of operation and accounts for the school calendar, holidays, weather history and sunsets. It represents a starting point for the rides complex. Staff anticipates minor changes to hours, and seasonal opening and closing dates based on weather and consumer demand.

Dates	Description	Hours
April 1 – June 7	Spring Break, Memorial Day and Weekends	10 a.m. to 7 p.m.
June 8 –Aug 30	Daily	10 a.m. to 8 p.m.
Aug 31 – Oct 31	Weekends , Labor Day	10 a.m. to 7 p.m.

C. Management

The stated assumption of this feasibility study was that City of Spokane Parks and Recreation staff would manage and operate the new complex. The financial pro-forma (Attachment D) is based on this principle. No additional research was conducted to validate interest or feasibility in a potential third party operator.

D. Staffing

The north bank rides complex will add three new rides and will require additional full-time and temporary seasonal staffing.

Temporary seasonal positions are part-time, non-benefited employees at Riverfront. This general classification fulfills a variety of needs, including rider operator, ticket and concessions

attendant and front-line supervisor (lead). Based on the hours shown in operations calendar, staff anticipates approximately 8,032 labor hours required to support these duties. Grounds maintenance and ranger staffing was not considered because this study assumed the net change was negligible when compared to the needs of the north bank without a rides complex.

Minimum wage in 2020 is expected to be \$13.50 per hour. In order to remain a competitive employer, Riverfront Spokane's current practice is to pay \$.50 over minimum wage. Staffing with in this classification is expected to be paid \$14 to \$15 an hour. In order to reduce staffing cost and where feasible, Riverfront plans to reduce labor hours by more efficiently scheduling ride operators to mirror consumer demand.

Two new full-time positions are anticipated to be needed for the rides complex, including Assistant Attractions Supervisor and Electro-mechanical Technician Supervisor. The Assistant Attractions Supervisor will report the current Shift Supervisor to support the daily employee hiring, scheduling, training and supervision of the rides complex operation. The Electro-mechanical Technician Supervisor is envisioned to be an ANSI certified working supervisor or foreperson-level position responsible for supervising and training Riverfront's two existing electro-mechanical technicians, planning and coordinating preventative maintenance of the rides and assisting in repairs.

Both of these positions are being added because the managerial and mechanical maintenance work load will exceed Riverfront's existing capacity. This essentially replaces the two similar positions (Training Supervisor and one Electro-mechanical Technician) eliminated in the 2017 fiscal year following closure of the Pavilion amusement rides. Instead of re-instating these positions, staff is recommending two new positions be created that better align with its current organizational structure.

E. Rides Maintenance

Rides maintenance is an important component to ensuring rider safety, state compliance and longevity of the amusement rides as a capital investment. Riverfront has an established ride maintenance program that will be enhanced by the Electro-mechanical Technician Supervisor discussed above. Periodic maintenance inspections and repairs will be done in accordance with the manufacturer's requirement which typically involves daily, weekly, monthly and annual checks. Specific maintenance requirements for the three proposed rides were not available from the manufacturer.

The north bank rides complex will be a permanent installation as such it will benefit from an annual cost savings from dismantling, moving and storing rides during the winter months. Instead, each ride will be winterized in place. Staff anticipates the need to create custom canvas covers to protect them during winter months.

Long-term maintenance of the rides was a weakness of the previous Pavilion amusement rides. In order to maintain the condition and revenue viability of the rides, staff is proposing a capital

reserve fund which could be used in the future for repairs beyond normal maintenance or serve as a deposit for a new attraction.

As a final point of consideration, three new rides will require additional storage for spare parts and work space for repairs. This need may impact the current program concept for the future maintenance and operations building.

F. Administration

The north bank rides complex will also require additional administrative support in the areas of marketing, hiring, accounting and other back-office functions. This section will discuss efforts to be taken promote and position the rides complex to the community to enable financial success.

Promotions

In order to build visitation of the rides complex, staff will explore several opportunities. These include, but not limited to the following:

- Partnering with other attractions on a potential City Pass,
- Establishing a consignment ticket program with hoteliers,
- Providing discounts for local summer camps,
- Creating programmed community engagement activities around the rides complex
- Exploring cross-promotional opportunities with the Library and Sportsplex,
- Working with local school districts to offer a free ticket for each student, similar to the program at Silverwood Theme Park; and,
- Creating special discount days (ex. grandparent days) during no-peak visitation days.

Marketing platforms

The previous budget for the U.S. Pavilion amusement rides allocated \$18,000 annually to support various marketing and collateral materials. Similarly, the pro-forma for the rides complex anticipates a \$15,000 marketing budget will be required to build awareness and communicate promotions. Since the target consumer segment was identified as having a high propensity for technology adoption, Riverfront will focus on targeting its messaging through social media and purchase of web-based advertisements in addition to traditional platforms. Riverfront will also better identify the 44% of out-of-area visitors referenced in section IV.A and customize appropriate outreach strategies. Some additional marketing platforms may include:

- Onsite posters and digital ads throughout Riverfront Spokane, such as lamp post flags, A-frames, handouts at registers, event program guides and digital kiosks
- Promotions at regional events and fairs from a Riverfront Spokane booth
- Prominent placement on Riverfront website
- Digital ads on Google, Facebook, twitter, Instagram, Yelp, and Trip Advisor
- Traditional print ads in the Inlander Weekly, Spokesman-Review, local parenting magazines, and Visit Spokane's travel guide
- Ad placement at the Spokane International Airport

VII. Rides Complex Financial Pro-Forma

Attachment D summarizes all the revenue and expense categories over 20 years. It includes key assumptions needed to effectively forecast financial performance, including ticket pricing, ticket mix ratios, operating calendar, expected average number of visitors per day, applicable taxes, salary and wages, benefits and growth rates.

A. Sales Forecast

Overview

The 20-year sales forecast of the north bank rides complex is expected to run deficit of \$743,585 by year 20. The initial year revenue is projected to be \$737,840 with continuous annual revenue growth thereafter. By comparison, the highest revenue year between 1999 and 2016 for the U.S. Pavilion rides was in 2008 when actual gross revenue reached \$610,528. Given this data, the initial year revenue seems like an optimistic forecast for a complex of three rides.

Year	Revenue	Year	Revenue
1999	\$ 324,960	2008	\$ 610,528
2000	\$ 291,545	2009	\$ 527,320
2001	\$ 268,360	2010	\$ 504,125
2002	\$ 318,726	2011	\$ 566,899
2003	\$ 298,964	2012	\$ 504,520
2004	\$ 309,499	2013	\$ 516,167
2005	\$ 285,827	2014	\$ 498,284
2006	\$ 386,271	2015	\$ 448,013
2007	\$ 592,047	2016	\$ 378,869

Pricing Structure

The ticket-per-ride model was selected as the model best appealing a price-sensitive consumer in that it enables one to choose a ticket package, a la carte, that aligns with their budget. The chart below summarizes the proposed pricing structure.

Product	Price	Mix %
Individual Ride Ticket	\$3	60%
Unlimited Day Pass (3-Rides Complex, Carrousel)	\$17	20%
Day Pass Add-on: Gondola	\$5	5%
Day Pass Add-on: Skate Rental	\$3	5%
Day Pass Add-on: Spider Jump (3-min)	\$4	5%
Season Pass (3-Ride Complex, Carrousel, Skate Rental)	\$39	5%

Each individual ride ticket permits the holder to one ride; typically 90 seconds. The price (\$3 per ride) is near the bottom in comparative pricing. Only the Looft and Coeur d'Alene carousels are

less expensive at \$2 per ride. Some amusement rides at the Spokane County Fair start at \$3, but factoring in the cost of fair admission the price is much higher.

The proposed three-dollar price point does not result in the ability for the rides complex to break even assuming long term growth rates. As a result, staff explored raising the price to \$4 resulting in the break-even point occurring in year 19; assuming demand and product mix remain constant.

The day pass starts at \$17 and allows consumers to customize their experience. The basic package includes the three rides in the north bank ride complex, the Loeff Carrousel and permits the holder to an unlimited number of rides all day. Under this option the price per each of the four rides is \$4.25; essentially, a \$1.25 more for an unlimited option over basic ticket price. Currently, an unlimited pass is offered at the Carrousel for \$5 and 11% of riders prefer this option over the standard ticket.

A common rule of thumb for pricing an annual season pass is about 2.5 times the price of admission (day pass option). Applying this rule would result in a \$42.50 season pass. It should be noted this is about the same price as previous years season passes which included more rides. The proposed season pass of \$39 accounts for this difference and attempts to increase its value by adding on skate rentals.

The ticket pricing selected is an exceptional value and determined through a review of comparative pricing at local attractions (refer to section VI.B). The mix percentage represents the expected ratio of tickets sold within each price point and used to forecast sales. It was determined based on an historical average from actual sales at Riverfront Spokane between 1999 and 2012. While the ratio can fluctuate year-over-year based on many factors, staff employed a more liberal approach in their calculation by placing more weight (the historical high) on the day pass price points with an overall allocation of 35%; thereby maximizing revenue potential. Given the value of the pass and comparative market pricing, staff feels this is a reasonable approach.

The financial pro-forma assumes a non-adjusted price for the first two years of operation. Thereafter, the price would be increased annual at the rate of inflation; currently 3%. It should be noted that Riverfront Spokane, as a department in a municipal organization, experiences incredible pressure to keep prices low and affordable. As a result, its pricing generally does not keep pace with inflation. For example, the Loeff Carrousel price has not increased from \$2 per ticket since 2012.

Quantity Estimates for Ticket and Pass Sales

Estimating the number of tickets sold on an annual basis is difficult and based on several intangible factors such as market size, competition, consumer demand, and pricing. Where feasible, staff reviewed historical and current trends to estimate a reasonable sales quantity. Between 1999 and 2015 the average number of tickets sold daily in the U.S. Pavilion ranged

from 430 to 570 for thirteen rides. There appeared to be very little variation year over year. Additionally, staff reviewed sales trends at the Loeff Carrousel and, more recently, the Berry Go Round.

The Loeff has traditionally been the most popular ride in Riverfront Spokane and vastly surpassed the popularity of any other ride over the years. It is not an exaggeration to say that ridership is 500% to 700% higher on the Loeff Carrousel than any previous U.S. Pavilion amusement ride. Currently, the Loeff Carrousel is averaging 781 paid riders per day. A sales target about this number would be considered very unlikely.

On May 26, 2018 the Berry-Go-Round (BGR) was placed on the pond of the new Skate Ribbon and operated in this location for 80 days. The BGR was one of the original and most popular of the US Pavilion rides. The new location on the pond was within street view of Spokane Falls Blvd, in close proximity to several events, and operated through the Fourth of July and Memorial Day weekends. Additionally, the price point for this ride was set at \$2; \$2 less expensive than the U.S. Pavilion. Overall, it averaged 116 tickets per day.

Based on this research, staff feels a conservative number of tickets sold on a daily basis would range from 500 to 600 for a set of three new rides. By comparison, the north bank ride complex would have to sell 834 tickets on average daily to have cost recovery on year 1 which would be a record setting achievement.

Season Pass sales were estimated separately from ticket sales. Staff reviewed both historical and current trends. The number of season passes sold while the rides were in operation at the U.S. Pavilion ranged from 2,200 to 5,600 annually between the years of 1999 through 2015 and included use of 13 amusement rides. Recently, the Riverfront Spokane sold 1,083 season passes during its inaugural ice skating season with pricing ranging from \$25 to \$30. Given this data, staff feels that 2,000 passes sold is reasonable given a \$39 price point and fewer number of rides. However, if sales were increased to 4,000, more aligned with the Pavilion average, then the rides complex would break even in year 15. Staff does not feel this is likely given the price point and lack of continuous investment.

Concessions

Lite concessions are being proposed with the ticket stand and expected to sell snacks and drinks to visitors. The revenue potential of the stand was calculated based on the average number visitors expected per days, number of operating days, and a per-person revenue expectation. For this study, \$1.50 per person is assumed. Product cost is expected to be 30% of the revenue.

B. Expenses

The primary expense driving cost recovery of the north bank rides complex includes wages and benefits (28%) of full-time and temporary seasonal staff, debit service (29%) for and administrative overhead (19%). This section will attempt to explain the factors behind these expenses.

Administrative Overhead

The estimate for the annual administrative overhead the rides complex uses a standard allocation methodology based upon relative percentages of costs in the overall budget. The 2018 Adopted Budget is the basis for the estimate.

The first part of the allocation model is to determine Riverfront Spokane's portion of overall Parks and Recreation Division's overhead. These pooled costs allocated over the total department reflect the cost of services that support the entire department and not just one specific work area. These costs reflect the additional liability and risk incurred, department administrative staff, interfund overhead costs, such as Park's allocation of City indirect costs, computer services, Parks accounting and financial staff, and the departmental marketing and communications staff.

The second tier of overhead allocation to the Rides program reflects the costs directly supporting the activities of Riverfront Spokane. This includes Riverfront administrative staff, risk management allocation, existing RFP debt service and operating costs associated with overall Riverfront administration. These costs are pooled with Riverfront Park's allocation of department overhead and then allocated to the respective cost centers of Riverfront Park's program areas. Marginal direct operating cost were determined for the rides program and added to the existing total to determine an overall percentage of costs for this program. Given this methodology, the share of total overhead for the rides program based on the 2018 Adopted Budget is \$195,386.

The rides advocacy group has claimed this expense should be not allocated to the rides program since it's an existing fixed cost incurred by the Parks and Recreation Division or Riverfront Spokane. It's best to think of this cost as a trade-off of resources. If a rides program were to be re-instated, current staff would have to re-prioritize their existing tasks and time to accommodate the demands of the new program. This has a cost. Some projects would be delayed or postponed and existing capacity would be consumed in order to accommodate the rides complex. Some tangible examples of this include using marketing staff time for a new advertising campaign, human resources time hiring and processing new ride operators, and accountant's time in tracking various financial aspects of the complex. The re-allocation of overhead also means a reduction of overhead costs for the Riverfront's other program areas, resulting to less administrative support elsewhere.

Wages and Benefits

See Section VII.D, above

Debt Service

See Section IX, below

C. Growth Rates

Year-over-year changes shown in the financial pro-forma are based on anticipated growth rates. For the analysis of sales trends, staff assumed two assumptions: (1) rides complex would follow the path a traditional business cycle with periods of growth and decline; and (2) no additional capital investment would be made after the startup of the rides complex that may impact the business cycle. Staff used the expected Spokane population growth rate (currently 1%) and general 5-year amusement industry growth rate (currently 5.2%) for comparison. Both of these growth rates are relatively similar to each other. For the first 7 years, staff assumed a very favorable 16.5% growth rate assuming the popularity for a new ride complex would exceed the current industry trend. Without new capital investment, such as an additional ride, staff expects growth to be 0% by year 10 and begin to gradually decline by year 14. It's difficult to predict the actual growth of a rides complex but over a 20-year period the growth averages out to approximately 1% annually (very similar to population forecasts) and 16.25% in total.

VIII. Financing Strategy

SIP Loan – Spokane investment pool

The financing scenario utilized in the pro-forma assumes the availability of a loan from the Spokane Investment Pool (SIP). This is an interfund loan from city fund excess cash reserves that are invested together to receive a higher rate of return on investment. The interest rate on these types of loans is determined by a calculation based upon the Prime Rate. This is a low-cost alternative which requires approval by the City Council, and also assumes sufficient reserves in the pool.

The SIP Loan is recommended funding source for financing the north bank rides complex. Assuming a \$2.4 million loan amount at an expected interest rate of 3.7%, the SIP has a 10-year and a 15-year repayment option. Both options require two semi-annual payments. The 10-year option, shown of the pro-form, will require payments totaling \$289,320 annually while the 15-year option totals \$209,924. Opting for 15-year option will result in \$245,000 of additional interest due.

Alternatives

Another alternative would be issuance of General Obligation bonds or Revenue bonds authorized by the City Council. These will have a higher rate of interest and would also incur other costs related to a municipal bond issue. If the determination was made to issue revenue bonds, the rides program would have to demonstrate it would generate sufficient revenues to repay the interest and principal of the loan. If sufficient revenues were not generated, it would then be a burden on fund balance reserves or necessitate reductions in existing Parks programs.

The third alternative would be obtaining a loan from a commercial bank. This would entail significantly higher financing costs due to a market rate of interest, loan fees, typically a shorter repayment period, and the necessity to demonstrate the viability of the program.

The Parks and Recreation special revenue fund does not currently have sufficient reserves to fund a project of this size and scope; and it's likely that it will be at least 5 to 7 years before such reserves would be available.

IX. Recommendations and Opportunities

The rides advocacy group's goal of creating affordable family entertainment is an admirable one and one that betters our community. This goal can also be achieved through many different approaches. A ride complex was presented and vetted in this study as one of these approaches. Based on the research presented, an investment in a rides complex does not appear to be a fiscally responsible decision and one which would pass potential risk on to the Parks Fund to pay for the debt service. Staff believes that the current effort to program Riverfront Spokane fulfills this goal and aligns with the 2014 Master Plan and prior community outreach efforts. With that said, staff also explored other opportunities for offering amusement rides in the park and suggested alternative uses of the north bank that meets this goal.

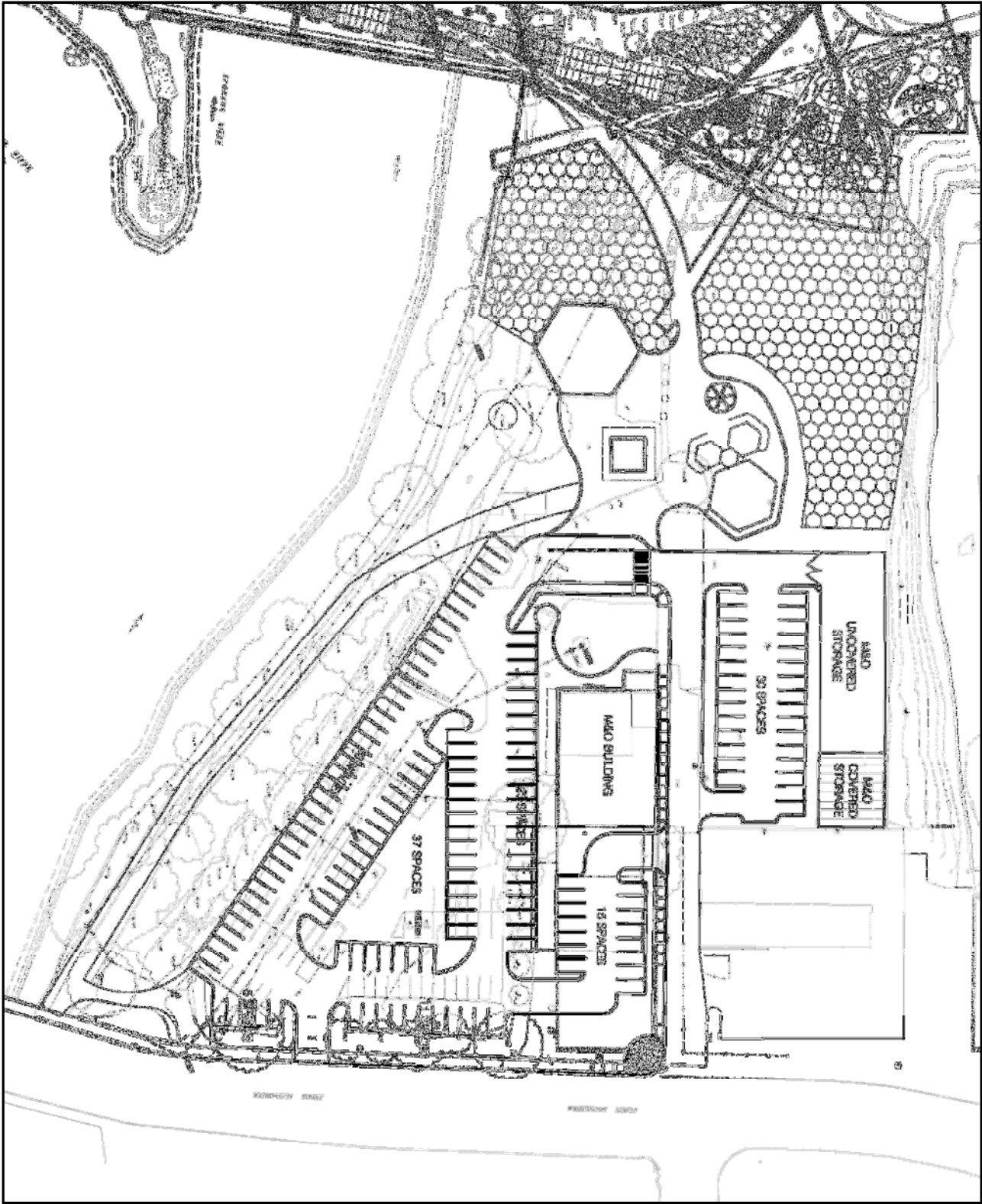
Riverfront Spokane endorses the Master Plan recommendation for a traveling carnival in the park. There is potential for a two-week event before the county fair circuit that enable patrons to enjoy an arrangement of amusement rides without paying fair entrance fees; making it more affordable. This option will provide vastly more rides options than what Riverfront could provide and there may be an opportunity to change them annually. Staff believed there is sufficient electrical power to support approximately eight to 12 rides in the U.S. Pavilion.

The north bank site has been an under programmed resource for years and the Great Floods Regional Playground will offer a world-class free amenity to the community and Inland Northwest at-large. Staff believes there are additional compelling activities to enhance the playground that align with the Park's mission and would, more inexpensively, contribute to the goal of affordable family entertainment. A regional skate park, premier basketball court, a high ropes course and dog park are just a few opportunities staff believe better align with mission of Parks and Recreation while engaging the community through fun and play. These elements also help to emphasize Riverfront as urban park by offering recreation amenities local residents.

Attachment A – Site and Acquisition Cost Estimate

Description	Area	\$/sf	Total
Landscaping	12600	10	\$ 126,000
Fenced & lockable complex	included		
Central Operators' Booth	100	100	\$ 10,000
Enclosure perimeter fence (42")	630	100	\$ 63,000
Queue for Riders	120	100	\$ 12,000
Concrete pad / foundation	10500	20	\$ 210,000
Power (208v, 3-phase)	1	75000	\$ 75,000
Shade Cover	4000	100	\$ 400,000
PA system / area music	1	10000	\$ 10,000
Site Lighting	9	9000	\$ 81,000
Security system	6	2500	\$ 15,000
Ticket Stand with Lite Concessions	300	200	\$ 60,000
IT and WiFi for Point of Sales Systems	1	10000	\$ 10,000
Fixture, Furnishings, Equipment	1	10,000	\$ 10,000
	Subtotal		\$ 1,082,000
	Contingency (10%)		\$ 108,200
	Tax (8.8%)		\$ 104,738
	Total Construction		\$ 1,294,938
	Permit Fees		\$ 10,000
	A/E Fees (12%)		\$ 155,393
	CM (5%)		\$ 64,747
	Project Cost		<u>\$ 1,525,077</u>
	Heege Tower	Family Swinger	Jump Around
Ride	\$ 199,460	\$ 315,000	\$ 165,000
Shipping	\$ 7,000	\$ -	\$ -
Tax (8.8%)	\$ 18,247	\$ 27,720	\$ 14,520
Installation	\$ 9,330	\$ 8,400	\$ 8,400
Contingency (10%)	\$ 23,404	\$ 35,112	\$ 18,792
Total	\$ 257,441	\$ 386,232	\$ 206,712
	Total Acquisition Cost		<u>\$ 850,385</u>
	Ride Complex Grand Total		<u>\$ 2,375,462</u>

Attachment B – Proposed North Bank Ride Complex Layout



Attachment C – Competitive Business Summary

Business	Founded	Attractions	Proximity (mi)	Season	Pricing	Parking Fee
Mobius Science Center	2005	Inquiry-based exhibits, technology, and skill building activities for ages 8 to 108.	0.01	Year round	<u>Free admission for members</u> \$8 for children and adults \$7 military/seniors (65+) \$12 Bounce Pass (access to Mobius Science Center and Children’s Museum for the same day) <u>Membership</u> \$125/year for family (2 adults/4 children) for either Center or Museum \$175/year for family Dual Adventurer –Science Center AND Museum	No Lot, Fee Likely
AMC Theaters	2015 (remodel)	Current Movies, Imax	0.1	Year round	Adult \$15.49 Child (2-12) \$12.49 Senior (60+) \$13.99	\$1.25 per half hour, \$10 max
Mobius Children's Museum	2005	Exploration, play, and the arts for kids 8 and younger	0.1	Year round	<u>Free admission for members</u> \$8 for children and adults \$7 military/seniors (65+) \$12 Bounce Pass (access to Mobius Science Center and Children’s Museum for the same day) <u>Membership</u> \$125/year for family (2 adults/4 children) for either Center or Museum \$175/year for family Dual Adventurer – Both Science Center AND Museum	No Lot, Fee Likely
Fox Theater	1931, renovated 2007		0.3	Year round		No Lot, Fee Likely
INB Performing Arts Center	1974	2700-seat arts and entertainment venue	0.3	Year round		No Lot, Fee Likely
Spokane arena	1996		0.6	Year round		\$7 to \$15 per stall
Spokane Chiefs	1982	WHL minor league hockey team	0.6	Sept to March	\$16-24 by section, children 12 & under \$10 any section	\$7 to \$15 per stall

Wild Walls	1995	Indoor rock climbing	1.1	Year round	Day Pass \$16 Adult / \$12 Youth (14&under) Harness/Shoes \$3-\$6.50 10 Visit Punch Pass \$135 Adult/ \$100 Youth	No Lot, Fee Likely
Laser Quest	1994	15 minutes of laser tag gameplay with a total of 30 to 40 minutes.	1.1	Year round	Single game: \$9-\$12 3 games: \$20 Summer pass: \$69.99 Monthly pass: \$39.99	No Lot, Fee Likely
Key Quest - Escape Room		Themed escape room experience. 45 minutes max escape time	1.1	Year round	\$15 per person \$45 minimum Six person maximum	No Lot, Fee Likely
North Bowl	1974	Bowling Alley	1.5	Year round	1 hour + Shoe rental - \$10 2 hours + Shoe rental - \$20 Adults, \$15 Kids After 5pm \$5 per game, \$4 shoe rental	Free
Northwest Museum of Arts & Culture	1916	Largest cultural organization in the Inland Northwest	1.5	Year round	Adults (18+) \$10 Seniors (65+) \$8 College Students \$8 Children (6-17) \$5 Children 5 and under are free	Free
FastKart Indoor Speedway	1999	indoor go-kart speeds up to 30 MPH	1.9	Year round	\$25 – 10-Minute Session - (18-22 laps) \$30 – 15-Minute Session - (30-35 laps) \$35 – 40-Lap Race \$45 – 60-Lap Race	Free
Free City Aquatic Centers / Pools		2.6 miles (Witter), 3.8 miles (Shadle)	2.6	June 18-Aug 25	Free	Free
Get Air Trampoline Park	2015	Indoor trampoline park	4.1	Year round	One Hour - \$12 (\$6 under 46") Two Hours - \$20 (\$9 under 46") Jump Socks - \$3	Free
Spokane Indians	1892	Short-A minor league baseball affiliate of the Texas Rangers	4.4	June to Aug	Adult \$6.00 - \$20 Junior(4-12) \$5 Military \$5 Senior(55 or Older) \$5	Free

Spokane County Fair	1886	45 Rides, with 31 for 42" and under	4.4	Sept 7-16, 2018	<u>Admission</u> <ul style="list-style-type: none"> • Free to Children Six Years of Age and Under • \$8 Youth Ages 7 to 13 • \$8 Seniors 65 and Over • \$8 Military (with proper ID) • \$11 Adults <u>Rides</u> <ul style="list-style-type: none"> • Individual coupons - \$1 each, varying number per ride • Pay One Price - \$30 to \$32 – unlimited day pass 	\$5
Escape!	2017	Themed escape room experience. 1 hour 15 min total duration	5.7	Year round	<ul style="list-style-type: none"> • \$26 per person • Group size (varies) 2-8 	Free
Valley Bowl	1986	Bowling Alley	7.1	Year round	\$1 to \$3.75 per game varies by day/time \$3.50 shoe rental \$30/hr per lane for lane rental	Free
Lilac Lanes	1957	Bowling Alley	7.2	Year round	\$5 per game or \$25/hour \$4 Shoe rental	Free
Wonderland Family Fun Center	1993	Arcade, miniature golf, laser tag, go carts, climbing walls, bumper boats	7.6	Year round	<ul style="list-style-type: none"> • Attractions range from \$7.50-\$9 • Adult all-day pass \$36.99 • Junior all day pass (54" & under) \$25.99 	Free
Roller Valley	1975	Indoor Roller Rink	7.7	Year round	<ul style="list-style-type: none"> • 4 and up - \$9 admission/\$10 admission + rental • Under 4 - \$5 	Free
Altitude Trampoline Park	2018	Indoor trampoline park	7.9	Year round	<ul style="list-style-type: none"> • 60 min - \$12.95 (6 & under \$8.95) • 90 min - \$17.95 (6 & under \$11.95) • 120 min - \$20.95 (6 & under \$14.95) • Add'l 30 min \$3 <u>Family Fun Pack</u> <ul style="list-style-type: none"> • 2 Adults/2 Children • 60 min - \$39.95 • 120 min - \$44.95 	Free
Pattison's North	1951	Indoor Roller Rink	7.9	Year round	<ul style="list-style-type: none"> • \$6-\$10 for admission and rental depending on session and rental type • \$5 for admission and rental during Family Skate 	Free
Strike Zone	2017	Nerf Gun battles, laser tag, indoor soccer	8.7	Year round	\$5.99 for 30 mins, 9.99 for 1 hour	Free

Splash Down	1982	Outdoor water park	9.5	when 75 degrees plus	Junior (under 48") - \$10 Regular (over 48") - \$15 Ages 3 and under free	Free
Cat Zoological Park	1991	Spokane's Big Cat Sanctuary and Wildlife Rescue	12.7	Year round	Adults: \$10 Seniors (55+) & Students: \$8 Children (ages 3-12): \$5	Free
Coeur D'Alene Carousel	2017	1922 Spillman Jr. carousel, hand carved	33.2	May-Sept	\$2 per ride	
Triple Play Family Fun Park	2000	7 attractions, both indoor and outdoor and a ropes course	37.6	Year round	<ul style="list-style-type: none"> • Triple Play Day Pass (excludes ropes course and Waterpark) \$36.95 + tax (Day pass includes: all open attractions and a \$5 game card. Height and weight restrictions may apply) EVENING PASS AVAILABLE 6PM TO CLOSE <ul style="list-style-type: none"> • Evening pass (excludes Ropes course) \$26.95 + tax (Includes all open attractions, waterpark, and a \$5 token card) INDIVIDUAL ATTRACTION PRICING <ul style="list-style-type: none"> • Attractions range from \$4.25+tax to \$7.75+tax PICK ANY 3 ATTRACTIONS & A \$5 GAME CARD \$23.95 + tax PICK ANY 2 ATTRACTIONS & A \$5 GAME CARD \$17.95 + tax	Free
Silverwood Theme Park	1988	29 ride attractions including 10 in the Garfield's Summer Camp kids area	45.5	May to September	Child (3-7): \$20-\$28 Regular (8-64): \$20-\$51 Season Pass \$150	\$5

Attachment D – North Bank Rides Complex Financial Pro-Form

Category			Detail	
Ticket Prices:	Individual Ride Ticket	\$ 3.00		
	Unlimited Day Pass	\$17.00		
	Add-on: Gondola	\$ 5.00		
	Add-on: Skate Rental	\$ 3.00		
	Add-on Spider Jump	\$ 4.00		
	Season Pass (w/skate rental)	\$39.00		
Ticket Mix:	Individual Ticket	60%		
	Day Pass Rate	20%		
	Gondola Add-on Rate	5%		
	Skate Rental Add-on Rate	5%		
	Spider Jump Add-on Rate	5%		
	Season Pass Rate	5%		
Admission Sales:	Average Tickets Sold per day	550		
	Operating days per year	128		
	Operating hours	1,216		
	Est. visitors per day	375		
	Season Passes sold	2,000		
Food Sales:	Per-Capita rev expectation	\$1.50		
	Cost of Inventory of sale	30%		

Taxes:					
Admission Taxes	5.00%				
Sales Taxes	8.80%				
Other Expenses:					
Credit Card Transactions	60%				
Bank Fees on CC transactions	3.00%				
Other Misc Expenses	2.00%				
Temp Seasonal Labor:					
Hours	Hourly Wage	Total Wage	Benefits	Cost	
Ride Attendants	4480	\$14.00	\$62,720.00	9,408.00	\$ 72,128
Ride Lead	768	\$15.00	\$11,520.00	1,728.00	\$ 13,248
Cashiers	2784	\$14.00	\$38,976.00	5,846.40	\$ 44,822
Payroll Taxes/Benefits %		15%			
Permanent Employee Labor:		FTE	Salary	Benefits	Cost
Assist Attractions Supervisor		1.00	\$ 50,613	\$ 29,771.00	\$ 80,384
Electromechanical Technician Supervisor		1.00	\$ 41,656	\$ 28,199.00	\$ 69,855
Payroll Taxes/Benefits %		35%			
Overtime %		5%			

Growth Rates:		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	Ticket Prices		0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Ticket Sales		4.00%	3.50%	3.00%	2.50%	2.00%	1.50%	1.00%	0.50%	0.00%	0.00%	0.00%	0.00%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%
	Season Pass Sales		4.00%	3.50%	3.00%	2.50%	2.00%	1.50%	1.00%	0.50%	0.00%	0.00%	0.00%	0.00%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%
	Concessions Sales		4.00%	3.50%	3.00%	2.50%	2.00%	1.50%	1.00%	0.50%	0.00%	0.00%	0.00%	0.00%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%
	Day Passes Sales		4.00%	3.50%	3.00%	2.50%	2.00%	1.50%	1.00%	0.50%	0.00%	0.00%	0.00%	0.00%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%	-0.25%
	Labor		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Benefits		6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
	Other Expenses (R/M)		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	Capital Improvements		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

Income Statement																							
		%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	20 Year Projections
Revenues:																							
	Ticket & Day Pass Sales	80%	587,840	611,354	651,734	691,424	729,971	766,907	801,763	834,075	863,392	889,294	915,973	943,452	971,756	998,406	1,025,787	1,053,919	1,082,823	1,112,520	1,143,030	1,174,378	\$ 17,849,798
	Season Pass	11%	78,000	81,120	83,959	86,478	88,640	90,413	91,769	92,687	93,150	93,150	93,150	93,150	93,150	92,917	92,685	92,453	92,222	91,991	91,761	91,532	1,804,378
	Concessions	10%	72,000	74,880	77,501	79,826	81,821	83,458	84,710	85,557	85,985	85,985	85,985	85,985	85,985	85,770	85,555	85,341	85,128	84,915	84,703	84,491	1,665,579
Total Revenues			\$ 737,840	\$ 767,354	\$ 813,194	\$ 857,728	\$ 900,432	\$ 940,778	\$ 978,242	\$ 1,012,318	\$ 1,042,527	\$ 1,068,429	\$ 1,095,108	\$ 1,122,587	\$ 1,150,890	\$ 1,177,093	\$ 1,204,027	\$ 1,231,714	\$ 1,260,173	\$ 1,289,426	\$ 1,319,495	\$ 1,350,401	\$ 21,319,756
Expenses:																							
Direct	Wages:																						
	Temp Seasonal	11%	113,216	116,612	120,111	123,714	127,426	131,248	135,186	139,241	143,419	147,721	152,153	156,717	161,419	166,262	171,249	176,387	181,678	187,129	192,743	198,525	3,042,156
	Permanent Employees	9%	92,269	95,037	97,888	100,825	103,850	106,965	110,174	113,479	116,884	120,390	124,002	127,722	131,554	135,500	139,565	143,752	148,065	152,507	157,082	161,794	2,479,303
	Overtime	0%	4,613	4,752	4,894	5,041	5,192	5,348	5,509	5,674	5,844	6,020	6,200	6,386	6,578	6,775	6,978	7,188	7,403	7,625	7,854	8,090	123,965
	Payroll Taxes / Benefits:																						
	Temp Seasonal	2%	16,982	17,492	18,017	18,557	19,114	19,687	20,278	20,886	21,513	22,158	22,823	23,508	24,213	24,939	25,687	26,458	27,252	28,069	28,911	29,779	456,323
	Permanent Employee	6%	57,970	35,259	36,317	37,406	38,528	39,684	40,875	42,101	43,364	44,665	46,005	47,385	48,806	50,271	51,779	53,332	54,932	56,580	58,277	60,026	943,559
	Cost of Inventory	2%	21,600	22,680	23,814	25,005	26,255	27,568	28,946	30,393	31,913	33,509	35,184	36,943	38,790	40,730	42,767	44,905	47,150	49,508	51,983	54,582	714,225
	Utilities	1%	12,000	12,600	13,230	13,892	14,586	15,315	16,081	16,885	17,729	18,616	19,547	20,524	21,550	22,628	23,759	24,947	26,194	27,504	28,879	30,323	396,791
	Repairs & Maintenance	1%	7,500	7,875	8,269	12,682	9,316	9,782	10,271	10,785	11,324	11,890	12,485	13,109	13,764	14,453	15,175	15,934	16,731	17,567	18,446	19,368	256,726
	Sales and Admissions Taxes	10%	98,222	102,151	108,346	114,375	120,169	125,654	130,762	135,422	139,569	143,144	146,826	150,618	154,524	158,150	161,878	165,709	169,648	173,695	177,855	182,131	2,858,847
	Contract Services	0%	3,000	3,150	3,308	3,473	3,647	3,829	4,020	4,221	4,432	4,654	4,887	5,131	5,388	5,657	5,940	6,237	6,549	6,876	7,220	7,581	99,198
	Operating Supplies	1%	8,000	8,400	8,820	9,261	9,724	10,210	10,721	11,257	11,820	12,411	13,031	13,683	14,367	15,085	15,839	16,631	17,463	18,336	19,253	20,216	264,528
	Bank Fees	1%	13,281	13,812	14,637	15,439	16,208	16,934	17,608	18,222	18,765	19,232	19,712	20,207	20,716	21,188	21,672	22,171	22,683	23,210	23,751	24,307	383,756
	Opprotunity cost of Parking	3%	29,800	29,800	30,694	31,615	32,563	33,540	34,546	35,583	36,650	37,750	38,882	40,049	41,250	42,488	43,762	45,075	46,427	47,820	49,255	50,733	778,283
	Debit Service (for Rides)	29%	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	289,320	2,893,201
	Advertising/Marketing	1%	15,000	15,750	16,538	17,364	18,233	19,144	20,101	21,107	22,162	23,270	24,433	25,655	26,938	28,285	29,699	31,184	32,743	34,380	36,099	37,904	495,989
	Other Misc Exp	1%	14,757	15,347	16,264	17,155	18,009	18,816	19,565	20,246	20,851	21,369	21,902	22,452	23,018	23,542	24,081	24,634	25,203	25,789	26,390	27,008	426,395
	Capital Reserve Fund	1%	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	200,000
Indirect	Administration Overhead	19%	195,386	201,248	207,285	213,504	219,909	226,506	233,301	240,300	247,509	254,934	262,582	270,460	278,574	286,931	295,539	304,405	313,537	322,943	332,632	342,611	5,250,095
Total Expenses			\$ 1,002,917	\$ 1,001,285	\$ 1,027,751	\$ 1,058,627	\$ 1,082,047	\$ 1,109,552	\$ 1,137,265	\$ 1,165,123	\$ 1,193,068	\$ 1,221,052	\$ 960,654	\$ 990,548	\$ 1,021,448	\$ 1,052,882	\$ 1,085,370	\$ 1,118,950	\$ 1,153,659	\$ 1,189,538	\$ 1,226,630	\$ 1,264,977	\$ 22,063,341
Operating Income			\$ (265,077)	\$ (233,931)	\$ (214,557)	\$ (200,899)	\$ (181,615)	\$ (168,774)	\$ (159,022)	\$ (152,805)	\$ (150,542)	\$ (152,623)	\$ 134,454	\$ 132,039	\$ 129,442	\$ 124,211	\$ 118,657	\$ 112,764	\$ 106,514	\$ 99,888	\$ 92,865	\$ 85,425	\$ (743,589)

City Clerk's OPR _____



City of Spokane

Parks and Recreation Department

PUBLIC WORKS CONTRACT

Title: INDIAN CANYON GOLF COURSE TREE WORK

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **BLUEBIRD TREE CARE, INC.**, whose address is 1902 East Nettleton Gulch Road, Coeur d' Alene, Idaho 83815 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is for Indian Canyon Golf Course Tree Work;
and

WHEREAS, the Contractor was selected through a Request for Public Works Bids issued by the City;

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

1. TERM OF AGREEMENT.

The term of this Contract begins on September 12, 2018, and ends on July 1, 2019, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the sole discretion of the City and subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in Contractor's Bid Response dated August 28, 2018, which is attached as Exhibit A and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls.

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

4. COMPENSATION / PAYMENT.

Under this unit price contract the City will pay up to a maximum of **FIFTY TWO THOUSAND THREE HUNDRED FIVE AND 60/100 DOLLARS (\$52,305.60)**, including tax for everything furnished and done under this Agreement. See Exhibit A for unit pricing.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number.

5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Contract.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

8. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the

enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

11. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity—asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 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 Contractor's services to be provided 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; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. FEES FOR WASHINGTON'S LABOR & INDUSTRY (L&I) FILINGS. (Section 6 above).

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

14. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

15. INDEPENDENT CONTRACTOR.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. TERMINATION.

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

18. STANDARD OF PERFORMANCE.

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

19. ANTI KICK-BACK.

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

20. CONSTRUAL.

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

21. DEBARMENT AND SUSPENSION.

The Contractor 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.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Contract for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

21. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

BLUEBIRD TREE CARE, INC.

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's Response to Bid with Unit Pricing
Exhibit B – Certification Regarding Debarment

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)

March 12, 2018

Leroy Eadie
City of Spokane Parks & Recreation
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Leroy Eadie,

This letter is a follow up to a conversation we had a while back pertaining to an interest to name the baseball field at A.M. Cannon Park after Rick Harris. I'm pleased to share that the board of the West Central Community Development Association voted unanimously in favor of a resolution to submit this letter in petition for your support and that of the Parks & Recreation Department to help make this happen.

For over 27 years, Rick has been a rock, a role model, a mentor and a friend to many of the most vulnerable youth in Spokane's West Central neighborhood. His dedication in service to them is truly without parallel. Through coaching, education around drug prevention and bullying, or his consistent modeling of strong values and virtuous behavior, he offers nothing but a positive presence and a safe environment for so many who may not find these spaces anywhere else in their lives. We firmly believe there is nobody more deserving of this honor than Rick. Furthermore - and particularly in the context of a culture of poverty - we believe it is important for youth in West Central to see one of their "real life" heroes recognized in a larger context. We also believe this will offer inspiration and affirmation to so many others who are also providing meaningful service in our local community.

We look forward to advancing this conversation with you to explore how we can honor Rick for a lifetime of selfless dedication to some of the most vulnerable kids in our City. We are prepared to assist with whatever effort is required to help make it happen.

Thank you again for all your support!

Sincerely,



Keith Kelley, Board President
West Central Community Development Association

Letter of Support

Kelly Cruz

Chair West Central Neighborhood Council

wcnchair@yahoo.com

Leroy Eddie

City of Spokane Parks Director

808 Spokane Falls Blvd

Spokane Wa. 99201

February 9th, 2018

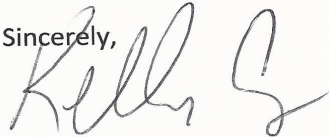
Dear Leroy Eddie,

The West Central Neighborhood Council wishes to support the effort by the West Central Community Center to name the ballfield at A.M. Cannon Park the Rick Harris Ballfield.

Rick is a long time fixture at the West Central Community Center and the Neighborhood, and for over 25 years has served as youth program director at the West Central Community Center working with youth and providing a positive environment and influence for youth in West Central.

We hope you will consider this request and honor an amazing community mentor of youth in West Central and our community.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelly Cruz".

Kelly Cruz

Chair West Central Neighborhood Council



2018.09.05

DESIGN CONTRACT | MANITO PARK MIRROR POND**INTENT**

Contract with 'AHBL, Inc.' to collect pond data, conduct pond analysis, produce a pre-design report and create complete construction documents for the Manito Park Mirror Pond project for a total amount not to exceed \$68,370.00 including all applicable tax.

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
Water Quality Analysis	1.0	\$ 2,750.00	\$ 2,750.00
Subsurface Investigation	1.0	\$ 11,600.00	\$ 11,600.00
Topography Survey Update	1.0	\$ 4,100.00	\$ 4,100.00
Pre-Design Report	1.0	\$ 19,500.00	\$ 12,800.00
30% Plans, Spec's & Estimate	1.0	\$ 12,600.00	\$ 12,600.00
Bid Ready Plans, Spec's & Estimate (<i>Billed Time & Materials NTE</i>)	1.0	\$ 21,800.00	\$ 21,800.00
Reimbursable Expenses (<i>including tax</i>)	1.0	\$ 2,720.00	\$ 2,720.00
Total (includes tax):			\$ 68,370.00



September 4, 2018

REVISED

Mr. Nick Hamad, PLA
City of Spokane Parks & Recreation
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333

Project: Manito Mirror Pond Restoration, AHBL No. 2180405.10
Subject: Revised Proposal for Civil Engineering Services

Dear Nick:

Thank you for the opportunity to submit this revised proposal for civil engineering services for the Manito Park Mirror Pond Pre-Design project. We understand that City of Spokane Parks & Recreation (SP&R) is looking to integrate several approaches to improving the water quality into one comprehensive project. Our understanding of the project is based on our previous work in the area, meetings with you, and information provided.

SP&R and Friends of Manito have partnered on several ongoing projects that have greatly enhanced the appearance of Mirror Pond, added vegetation, and helped control erosion around the pond edges. All of these measures can contribute to enhanced water quality; however, significant work to maintain the water depth has not been completed since 1991.

Our approach includes two steps, pre-design and construction documents. The pre-design will identify current contributors to the pond murkiness by analyzing the existing pond bottom muck and water quality attributes. This analysis will serve as a baseline for measuring project improvements. This work will build on the investigation in the September 2010 DEA report provided by SP&R.

Subsurface explorations and the pre-design analysis will determine the feasibility of increasing the pond depth and evaluate the potential of an impermeable liner.

We are proposing to collect field parameters (e.g., pH, dissolved oxygen, and temperature) and water quality samples from Mirror Pond and two similar sized ponds in our region for analysis by Anatek Labs in Spokane. By comparing the water quality parameters of the existing three ponds, specific maintenance ranges and threshold values can be defined. These will establish objective baselines for better looking and higher functioning pond environments and will be used in design, maintenance, and monitoring.

Our proposal is based on the following assumptions:

- The dewatering/stockpile area will be on the hill south of the pond.
- Water can be re-added, as needed, from the City water supply.
- Permitting is not required or will be provided by City Staff.
- Construction Administration assistance is not included.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

SPOKANE

827 West First Avenue

Suite 220

Spokane, WA 99201-3904

509.252.5019 TEL

www.ahbl.com



Water Quality Analysis – Task 11

We are proposing to team with Budinger & Associates to gather water quality samples.

1. Collect three water quality samples each from Mirror Pond and Qualchan Golf Course Pond.
2. Provide a summary of existing water quality at Mirror Pond and Qualchan Pond.

Subsurface Explorations – Task 12

We are proposing to team with Budinger & Associates for subsurface explorations.

3. Sample the pond bottom sediment and potential subgrade clay liner at four locations to a maximum depth of 3 feet with hand-operated, direct-push tooling – Geoprobe LB Manual Sampler. The system collects 2-inch diameter clear plastic tube samples using 1.25-inch rods and a 30- to 45-pound slide hammer. Locations will be approximately 20 to 50 feet in the pond from the shoreline. We will attempt to collect two to three undisturbed Shelby Tube samples for dry unit weights. We will either wade into the pond or use a raft/small boat.
4. Test four samples for organic content, grain size distribution, specific gravity, moisture content, plasticity, hydrometer, and pH. Unit weight will be calculated from Shelby Tubes, if possible, or calculated from the moisture contents and specific gravity assuming 100 percent saturation.
5. Perform four dynamic cone penetrometer (DCP) tests to quantify soil density and depth to rock.
6. Characterize the sediment and subgrade conditions, including excavation characteristics and suitability for reuse as liner fill.
7. Prepare a geotechnical report presenting the field exploration and laboratory testing results, along with subsurface characterization results.

Topographic Survey Update – Task 13

8. Perform a field survey to supplement the existing topographic survey. Field survey will be limited to areas within the water surface. The top of muck and top of firm subgrade will be surveyed.
9. Set field benchmarks for future staking and construction.
10. Prepare a PDF and CAD final topographic map reflecting the additional topographic survey and revised site conditions for design purposes.

Pre-Design Report – Task 14

11. Perform a literature review of pond ecology to identify the primary physical pond characteristics and constituents of concern that influence the water quality and appearance and recommended levels.



12. Review sample data for Qualchan Pond to determine the applicability of national research recommendations to a local pond of suitable quality.
13. Conduct research on up to ten other pond water quality solutions within jurisdictions and/or institutions across the country in locations with cold, semi-arid climates, similar to Spokane.
14. Estimate incoming organic load to the pond from animal and plant sources.
15. Develop summary of research findings and recommendations for construction documents to transition Manito Mirror Pond from the current condition to within acceptable limits. Recommendations could include excavation, mechanical aeration, chemical treatments, fountains, or bubblers.
16. Draft and final brief technical memoranda documenting the research conducted, findings, data gaps, and recommended next steps. The draft and final technical memoranda will be delivered electronically via email in Word and PDF file formats.
17. Coordinate with you, the design consultants, and the owner during design, and attend design meetings. This scope assumes 16 hours.

30% Plans, Specifications, and Estimate (PS&E) – Task 15

This scope is based on an assumption that the recommended design solutions from Task 14 will recommend a combination of dredging, aeration, and circulation.

18. Perform preliminary calculations for pond excavation, including emergency overflow and control structure.
19. Perform calculations for pond turnover time.
20. Perform preliminary calculations and sizing for a mechanical oxygenation system.
21. Prepare 30% excavation and oxygenation plans.
22. Develop Bid Item List, Summary of Quantities, and Engineers Estimate based on the 30% design plans.

90% and Bid Ready PS&E – Task 16

This scope is based on an assumption that the recommended design solutions from Task 14 will recommend a combination of dredging, aeration, and circulation. The project has an accelerated schedule; therefore, interim design submittals will be limited to 90% and Bid Ready (100%). This task will prepare 90% and Bid Ready plans, incorporating City comments and further progressing the design.

23. Prepare Cover Sheet.
24. Prepare Temporary Erosion and Sedimentation Control (TESC) Plan and Demolition Plan.
25. Update pond grading plans.



26. Prepare oxygenation system installation plan based on a manufacturer-provided packaged system. Design will include vault placement, site piping, and electrical service.
27. Prepare Details, Sections, Control Structure, and Notes.
28. Update the Bid Item List, Summary of Quantities, and Engineers Estimate based on the 90% and Bid Ready design plans.
29. Prepare Project Manual including WSDOT/APWA Amendments, General Conditions, and project-specific Special Provisions. The City will provide the General Standard Provisions (GSPs).

The project design and deliverables are unknown at this time; therefore, this task will be billed on a time and expense basis.

Reimbursable Expenses – Task 90

30. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis.
31. Water quality analysis by Anatek Lab. Testing two ponds with three samples at each pond. Samples will be tested for the following: pH, conductivity, turbidity, dissolved oxygen, temperature, dissolved phosphorus, total phosphorus, nitrite plus nitrate, and e coli.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-2	Water Quality Analysis	T-11	\$2,750
Items 3-7	Subsurface Investigation	T-12	11,600
Items 8-10	Topographic Survey Update	T-13	4,100
Items 11-17	Pre-Design Report	T-14	12,800
Items 18-22	30% PS&E	T-15	12,600
Items 23-29	90% and Bid Ready PS&E (T&E estimate)	T-16	21,800
Items 30-31	Reimbursable Expenses (T&E estimate)	T-90	<u>2,500</u>
Total			\$68,150

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you, and make adjustments as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.



Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, except as noted in the above scope of work.
- b) Preparation, submittal, or securing of permits.
- c) Costs associated with agency submittal or review.
- d) Costs associated with title reports or other legal documents.
- e) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare a purchase order and submit a copy to our office. Our receipt of the purchase order will be our notification to proceed.

If you have any questions, please call me at (509) 290-3020.

Sincerely,

Erick Fitzpatrick, PE
Associate Principal

EMF/el/lsk

c: Craig Andersen - AHBL
Accounting

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CONTRIBUTION AGREEMENT

THE TRUST FOR PUBLIC LAND CONTRIBUTING \$200,000.00 TO THE SPOKANE PARKS & RECREATION DEPARTMENT TOWARDS IMPROVEMENTS TO DUTCH JAKE'S PARK IN SPOKANE, WASHINGTON

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in the State of Washington, whose address is 901 Fifth Avenue, Suite 1520, Seattle, Washington 98164, as ("TPL"). Hereinafter referenced together as the "Parties", and individually a "Party."

WHEREAS, TPL is a conservation organization that has as one of its initiatives the "Parks for People" program, which assists local communities to build new parks and make improvements to already existing parks in their neighborhoods; and

WHEREAS, the City owns Dutch Jake's Park, which is depicted in Exhibit 1 (the "Park"); and

WHEREAS, the City has undertaken a Concept Design of the Park ("Design") with the engagement of the local community; and

WHEREAS, TPL proposes to contribute funding towards City's selection, purchase and installation of certain improvements to the playground component of that Design (the "Playground"), which City selection, purchase and installation of improvements is more particularly described in Exhibit 2 attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the Parties desire to set forth their respective rights and responsibilities in connection with the Project;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. PREMISES.

A. The City intends to complete the Design and move forward, once the Design is substantially complete (the "Completed Design"), with overall improvements to the Park, a portion of which overall improvements include the Project, as the Project is described on the attached Exhibit 2.

B. TPL is willing to contribute (subject to the terms of this Agreement) \$200,000.00 in funding to assist the City with the City's selection, purchase and installation of certain improvements to the Playground area of the Completed Design of the Park as described in the Project.

C. **Condition.** As a condition precedent to the effectiveness of this Agreement, the City shall (i) cause this Agreement to be approved by the Park Board and (ii) provide to TPL a legal opinion reasonably acceptable to TPL, that this Agreement shall, upon said Park Board approval, be fully in effect and enforceable according to its terms.

2. **CONTRIBUTION.** Pursuant to and subject to the terms and conditions of this Agreement, and after the conditions precedent in Section 1.C are satisfied, TPL shall contribute **TWO HUNDRED THOUSAND AND NO/100 DOLLARS(\$200,000.00)** to the City to assist the City with its implementation of the Project (the "TPL Contribution"). The TPL Contribution shall be paid by TPL to the City within fifteen (15) business days of the date the City and TPL document, in writing, that the Project can be implemented to the Parties' mutual satisfaction, and that TPL has approved the siting within the Park of any and all capital improvements to be purchased with the TPL Contribution.

3. **NOTIFICATION.** After the completion of the Project, City agrees to notify TPL in writing if, at any time during the normal life expectancy of the improvements contemplated by the Project, City makes fundamental adjustments or alterations to the Playground, the Completed Design, the Park or the integrity of the Project as agreed to in Section 2 above. Furthermore, the City agrees to notify TPL in writing if, at any time during the normal life expectancy of the improvements contemplated by the Project and purchased with the TPL Contribution, the City removes any such improvements for any purpose other than their repair and reinstallation or in order to replace them, at City expense, with improvements of similar quality and purpose.

4. **REFUND BY CITY TO TPL OF CONTRIBUTION.** The City and TPL hereby agree that the City will complete the Project, and enough of the Completed Design to allow for safe and direct access to the Project in and through the Park, no later than August 31, 2019 (the "Project Completion Date"). In the event that any portion of the TPL Contribution remains unspent because the Project is not completed by the Project Completion Date, the City shall, no later than September 30, 2019, pay to TPL an amount equal to that portion of the TPL Contribution remaining unspent because of the lack of completion of the Project. The Parties hereby agree that if unforeseen circumstances beyond the City's reasonable control result in a delay to the Project Completion Date, the Parties may, by mutual written consent, agree to amend the Project Completion Date.

5. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties hereto is simply that of a "grantor" of contributions (TPL) and a "grantee" of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between

the parties hereto. Moreover, nothing hereunder shall be constructed to create any form of ownership interest in TPL to the Project or the Park or any capital improvement installed in the Park, or to any asset of the City, including, but not limited to the Design or Completed Design described in this Agreement. The parties acknowledge and agree that TPL has no authority or control whatsoever over the selection of the capital improvements of the Completed Design of the Park, except for the Project and its location mutually agreed to by both Parties as shown on Exhibit 2 and stated above in Section 2. The City hereby agrees to indemnify and hold harmless TPL from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by TPL as a result of this Agreement and the TPL Contribution above, including any injury or loss of life suffered by anyone as a consequence of any use, lawful or otherwise, of any of the capital improvements in the Park, whether purchased with the TPL Contribution or not. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

6. TAXES. Any and all taxes imposed on the contributions by TPL under this Agreement shall be borne by the City.

7. NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

The Trust for Public Land
901 Fifth Avenue, Suite 1520
Seattle, WA 98164

City of Spokane Parks and Recreation Department
808 West Spokane Falls Boulevard
Spokane, WA 99201

8. GOVERNING LAW. This Agreement shall be interpreted, construed and governed according to the laws of the State of Washington.

9. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

If the Parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the City and County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

10. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by TPL described herein and may not be modified or amended, except by a written instrument signed by each of the parties hereto expressing such modification or amendment. A failure on the part of either party to exercise or a delay in exercising any right, power or remedy hereunder shall not operate as a waiver, or future waiver thereof, except where a time limit is expressly specified herein. No single or partial exercise of any right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy. This Agreement contains all covenants, representations and warranties made between the parties hereto.

B. Prior Agreements or Writings. This Agreement completely supersedes any other agreement (oral or written) or writings between the parties hereto.

11. INTERPRETATION AND SIGNATURES. This Agreement was the product of negotiation between the parties so that neither party shall be considered the drafter of this Agreement. This Agreement may be signed in counterparts. Captions are for convenience only and shall not be construed as substantive provisions of this Agreement. If any provision of this Agreement is determined to be unenforceable, it shall be severed from this Agreement with all other provisions of this Agreement to remain in effect and enforceable.

12. City of Spokane Parks and Recreation will own all plans and specifications funded and associated with this Agreement.

Dated: _____ CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

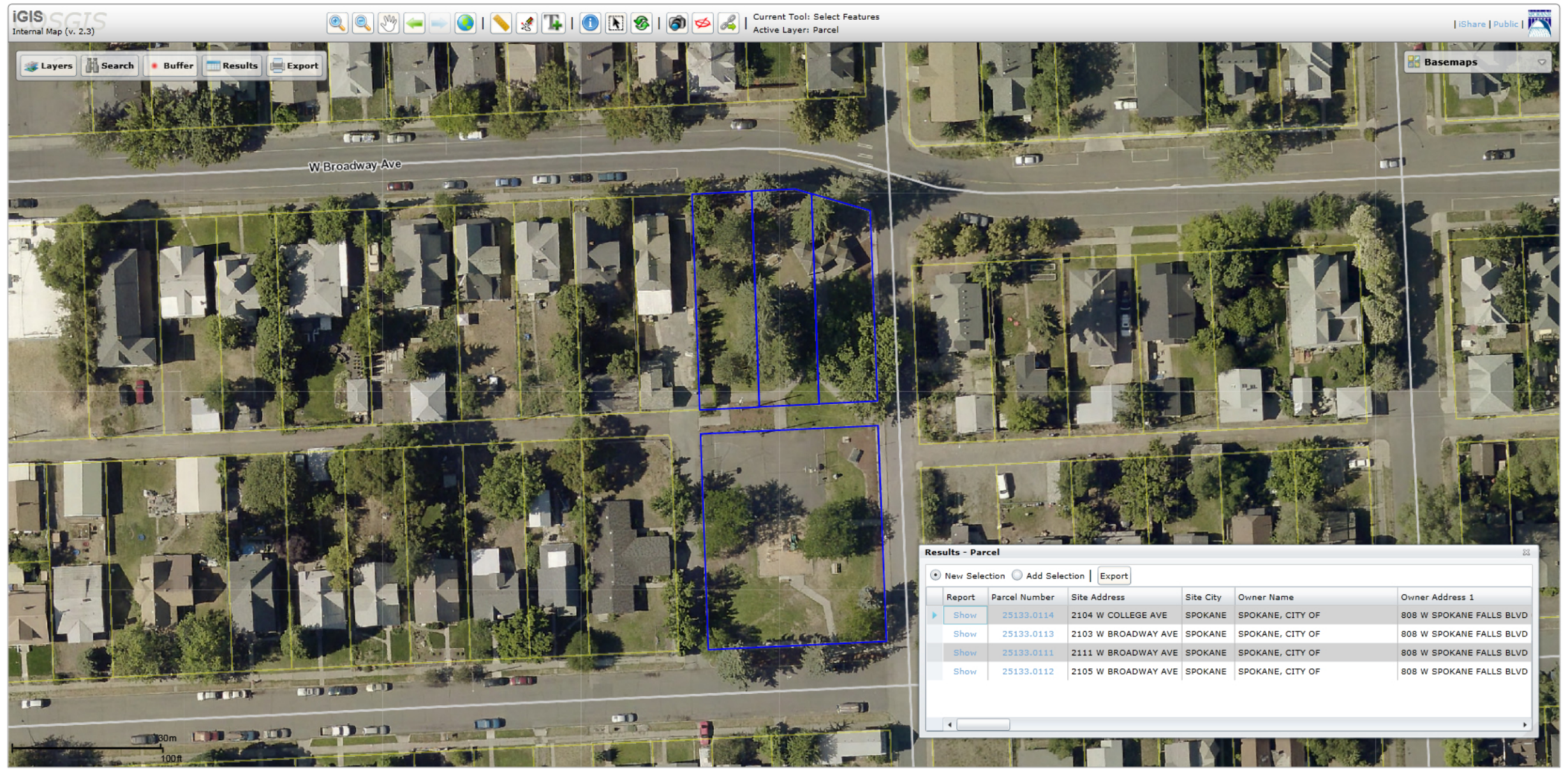
THE TRUST FOR PUBLIC LAND

By: _____

Title: _____

Email Address:

Exhibit 1





City Clerk's No. OPR 2017-0799



City of Spokane

CONTRACT EXTENSION No. 1 WITH COST

Title: AMENDMENT & EXTENSION OF TIME WITH COST FOR MICHAEL TERRELL, LANDSCAPE ARCHITECTURE, PLLC. FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE RENOVATION OF SPOKANE'S DUTCH JAKE'S PARK (A&E Project No. AE176-17)

This First Amendment with Cost is made and entered into by and between the **City of Spokane, Parks and Recreation Department**, a Washington municipal corporation, whose address is West 808 Spokane Falls Boulevard, Spokane, Washington, 99201, as ("City"), and **Michael Terrell Landscape Architecture, PLLC.**, whose address is 1421 North Meadowwood Lane, Suite 150, Liberty Lake, Washington, 99019, as ("Consultant").

WHEREAS, the parties entered into an Agreement wherein the "Consultant" agreed to provide the City with professional landscape architectural services for the City's renovations at Dutch Jake's Park; and,

WHEREAS, the City desires to continue this ongoing work, to include the preparation of construction documents affecting the scope of work, cost, and end date of this agreement, necessitating this amendment to the agreement;

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 2, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document, as though written in full, and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES / EXTENSION OF TIME.

This Contract Extension and Amendment shall become effective August 1, 2018 and end July 31, 2019.

3. COST AMENDMENT

The additional work requested shall incur additional expense in the amount of **THIRTY SIX THOUSAND, FOUR HUNDRED FORTY-FOUR AND 40/100 Dollars (\$36,444.40).**

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

**MICHAEL TERRELL
LANDSCAPE ARCHITECTURE, PLLC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

603-368-643 With Endorsement
WA. UBI. NO. City of Spokane Bus.
 License No.

Attest:

Approved as to form:



City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Scope of Work / Invoice
OPR 2017-0799

2018-1100-253



2017.09.05

DESIGN CONTRACT AMENDMENT | DUTCH JAKE'S PARK RENOVATION**INTENT**

Amend existing contract with 'Michael Terrell Landscape Architecture, PLLC' to include preparation of construction documents for the Dutch Jake's Park renovation in West Central Spokane for an additional cost not to exceed \$36,444.40.

<u>EXISTING CONTRACT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
Public Involvement & Master Plan Update	1.0	\$ 21,490.00	\$ 21,490.00
Existing Contract:			\$ 21,490.00

<u>ADDITIONAL SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
Task 1.0 Pre-Design Services	1.0	\$ 2,200.00	\$ 2,200.00
Task 2.0 Geotechnical Investigation	1.0	\$ 5,304.00	\$ 5,304.00
Task 3.0 Electrical Engineering	1.0	\$ 5,777.20	\$ 5,777.20
Task 4.0 Construction Documents	1.0	\$ 14,190.00	\$ 14,190.00
Task 5.0 Bidding	1.0	\$ 1,310.00	\$ 1,310.00
Task 6.0 Construction Administration (<i>Time & Materials NTE</i>)	1.0	\$ 7,500.00	\$ 7,500.00
Task 7.0 Expenses	1.0	\$ 163.20	\$ 163.20
Additional Tasks(including tax):			\$ 36,444.40

Total Contract Not To Exceed (including tax): **\$ 57,934.40**



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
(509) 922-7449

Date: September 4, 2018

Client: City of Spokane, Parks and Recreation
Contact: Nick Hamad, PLA
Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

Phone: (509) 393-5452

Project: Dutch Jakes Park – Construction | Project Number: 17-036A
Address: 799 N Chestnut St, Spokane, WA 99201

Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of construction documents for the renovation of Dutch Jake's Park in the West Central Neighborhood.

Tasks	Fees
Task 1.0 Pre-Design Services	
1.1 Meet with city of Spokane staff to discuss existing site conditions, utilities and demolition of improvements impacted by the approved master plan layout. Meet	
1.2 Field Investigation The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. A topographic survey has been completed. City of Spokane and geotechnical investigation to provide an update of any available information about existing subsurface conditions and utilities. The team will document existing conditions, features and trees to remain, define tree protection zones and measures and critical coordination items.	
1.3 Review and document existing site construction and utility locations. Staff to provide update on status of existing sewer line, water meter/double check sizes and other associated utilities.	
1.4 Deliverable: Demolition, tree protection and site utilities protection map.	
Task 1.0 Subtotal:	\$2,200.00
Task 2.0 Geotechnical Investigation / Services (GeoEngineers)	

PROPOSAL AND CONTRACT

Project: Dutch Jakes Park Construction

1

Project #: 17-036A

Client: City of Spokane



<p>2.1 Design Phase Services</p> <ul style="list-style-type: none"> A. Review in-house files and publicly available geologic maps for subsurface information nearby project site. B. Notify one-call underground locating service and coordinate with Parks personnel on locations of existing utilities and irrigation equipment. City staff to mark locations of all city-owned underground utilities within 20 feet of proposed borings. C. Exploration of soil and groundwater conditions. See GeoEngineers scope of work. D. Conduct laboratory testing to assess pertinent physical and engineering properties of soil encountered. See GeoEngineers scope of work. E. Develop recommendations for site preparation and earthwork. See GeoEngineers scope of work. F. Develop recommendations for design and construction of shallow spread footings, etc. See GeoEngineers scope of work. G. Prepare final written report with findings, conclusions and recommendations. <p>Fee Schedule: Design Phase Services: \$5,100.00 + \$204.00 (4% markup) = \$5,304.00 (Construction Phase Services are Time and Materials, Not to Exceed)</p>	
<p style="text-align: right;">2.0 Geotechnical Investigation / Services, Subtotal:</p>	<p style="text-align: center;">\$5,304.00 Including 4% markup</p>
<p>Task 3.0 Electrical Engineering Services</p>	
<p>3.1 Design Phase Services</p> <ul style="list-style-type: none"> A. On-Site Field Investigation B. Provide electrical engineering construction documents for site electrical and lighting. <ul style="list-style-type: none"> a. Electrical legend b. One-line diagram c. Electrical schedules and site plan d. Electrical details e. Exterior lighting controls. f. Energy code documentation. g. Power service and distribution. C. Provide review drawings at 50% and 100% completion. D. Provide cost estimation for electrical construction. E. Two design meetings. F. Sheet Specifications G. Lighting calcs and compliance forms. 	



<p>3.2 Utility Coordination</p> <p>A. Coordinate undergrounding of existing overhead electrical and new electrical service with utility.</p> <p><u>Fee Schedule:</u></p> <p>Design Phase Services: \$5,555.00 + \$222.20 (4% markup) = \$5,777.20 (Time and Materials, Not to Exceed)</p>	
<p style="text-align: right;">3.0 Electrical Engineering, Subtotal:</p>	<p style="text-align: center;">\$5,777.20 Including 4% markup</p>
<p>Task 4.0 Construction Documents</p>	
<p>4.1 Construction Documents: Prepare drawings for review and approval by City of Spokane parks staff. Prepare 75% and 90% drawings for review. MTLA to revise documents based on review comments from staff and coordination with Trust for Public Lands/play equipment supplier. Including:</p> <ul style="list-style-type: none"> ▪ Demolition Plan <ul style="list-style-type: none"> <input type="checkbox"/> Construction access <input type="checkbox"/> Site elements to be removed <input type="checkbox"/> Tree protection <input type="checkbox"/> Fencing and construction staging <input type="checkbox"/> Utility protection ▪ Construction Plans: Including play equipment (provided by others), sport court, site furnishings, fencing and other elements identified in the final master plan. <ul style="list-style-type: none"> <input type="checkbox"/> TPL to provide play equipment layout and associated notes for incorporation in site plan. <input type="checkbox"/> Construction Plan and Layout <input type="checkbox"/> Grading <input type="checkbox"/> Construction Details ▪ Irrigation Plan: complete redesign of irrigation system utilizing existing POC. <ul style="list-style-type: none"> <input type="checkbox"/> Irrigation plan and details <input type="checkbox"/> Irrigation Details including point of connection upgrade from existing water meter. ▪ Planting Plan: <ul style="list-style-type: none"> <input type="checkbox"/> Planting Plan <input type="checkbox"/> Planting Details ▪ Specifications: Prepare technical specification sections for submittal and review at 75% and 90%. Parks staff to prepare all Division 0, frontals and contract sections. <p>4.2 Cost analysis: Provide detailed project construction cost analysis for review at 75% and 90%. TPL to provided cost / extent of play equipment installation for coordination with site plan.</p> <p>4.3 Meetings and Submittals:</p> <ul style="list-style-type: none"> ▪ Meetings: 	



<ul style="list-style-type: none"> <input type="checkbox"/> One meeting for playground coordination meeting with TPL. <input type="checkbox"/> 75% Review and coordination meeting. <input type="checkbox"/> 100% Review and coordination meeting. 	
4.0 Construction Documents, Subtotal:	\$14,190.00
Task 5.0 Bidding	
<p>5.1 Bidding</p> <ul style="list-style-type: none"> a. Provide Owner with two (2) sets of finalized, stamped construction drawings and specifications. Provide one (1) set of electronic (.pdf) finalized, stamped construction drawings. b. Respond to inquiries from bidders and prepare and issue addenda as necessary. c. Participate in one (1) pre-bid conference and site tour. d. Review and respond to requests from bidders for product substitutions. e. City of Spokane Parks to provide printing, issuing, updating and receiving bid documents to/from contractors. City to maintain plan holders list. Printing and mailing of bid documents are not included in proposal. <p>5.2 Electrical Engineering: \$630.00 + \$25.20 (4% markup) = \$655.20, (Time and Materials, Not to Exceed)</p> <p>Meetings:</p> <ul style="list-style-type: none"> a. Pre-bid conference and site tour 	
5.0 Bidding, Subtotal:	\$1,310.00
Task 6.0 Construction Administration: Time and Material, Not to Exceed.	
<p>6.1 Pre-Construction Meeting: Facilitate one (1) pre-construction meeting.</p> <p>6.2 Review/ process Contractor's submittals and other documents that includes, but are not limited to: shop drawings, product and material data and requests for information/clarifications (RFI's). Services shall include providing responses to Contractor as necessary, review of Owner-prepared change order proposal forms, and reviewing Contractor's proposed costs of Owner-approved changes in the work.</p> <p>6.3 Conduct a maximum of three (3) site visit/construction meetings to review the progress of the Work and/or attend project meetings. Task shall include preparing a written report of each site visit and issuing copies to all concerned parties. Including: Substantial Completion: Conduct one (1) substantial completion site visit for review of construction and prepare punchlist. Prepare document noting date of Substantial Completion.</p> <p>6.4 Review Operation and Maintenance manuals prepared by Contractor. Review electronic record documents prepared by the Contractor.</p> <p>6.5 Deliver the following to Owner:</p> <ul style="list-style-type: none"> a. Electronic record drawings on CD in AutoCAD 2018 format. 	



b. Operations and Maintenance Manual prepared by General Contractor and reviewed by design team.	
6.6 Electrical Engineering: \$1,875.00 + \$75.00 (4% markup) = \$1,950.00 (Time and Materials, Not to Exceed)	
6.7 Meetings: MTLA: Six (6) total meetings / site visits during construction.	
6.0 Construction Administration, Subtotal:	\$7,500.00
Task 7.0 Expenses	
7.1 Mileage at \$.54 per mile Printing, parking and other miscellaneous expenses. (Actual cost + 4%)	
7.0 Expenses, Subtotal:	\$150.00
Total:	\$36,431.20

NOTE: The above fee is based on an estimate of hours to complete the proposed Scope of Services at our current hourly rates. For services not listed as optional or included in this proposal see "Extended Services".

EXTENDED LANDSCAPE DESIGN SERVICES

The following services are not included in the Scope of Services or fee and will be performed or coordinated as directed and authorized by the "client" at our current hourly rates or a negotiated fee if required.

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Permitting of splash pads and or interactive water play features.
- Design of retaining walls over four feet (4') in height.
- Survey of property.
- Archeological survey.
- Utility design. Electrical design of site lighting and electrical included.
- Entitlements: permits or planning approvals.
- Design and selection of playground equipment.
- Environmental testing for hazardous material or construction debris from previous uses.

This Proposal and Contract is Governed by the Terms and Conditions on the attached Exhibit "A." Please read. This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature: 

Date: 9/4/18

Michael D. Terrell, ASLA

Michael Terrell ■ Landscape Architecture, PLLC.

PROPOSAL AND CONTRACT

Project: Dutch Jakes Park Construction

5

Project #: 17-036A

Client: City of Spokane



Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: _____ **Date:** _____



Minor Contract Summary

OPR # 2017-0799
Cross Ref
Destruct Date 2025
Date 11/10/17 508
CR 16659

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

Department: ☐ Finance ☒ Operations ☐ Recreation/Golf ☐ Riverfront ☐ Urban Forestry

Note: A new contractor **requires** a W-9, Business License, ACH Forms and an Insurance Certificate attached to the contract.

Type of Contract:

☒ New Contract ☐ Renewal ☐ Amendment ☐ Extension ☐ Public Works ☐ Other

Contractor/
Consultant/
Vendor Name: MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC.
Address: 1421 N. MEADOWWOOD LANE, SUITE 150
City, State, Zip: LIBERTY LAKE, WA, 99019
Remittance Address: MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC.
City, State, Zip: 1421 N. MEADOWWOOD LANE, SUITE 150
Phone: LIBERTY LAKE, WA, 99019
E-Mail: MTERRELL@MT-LA.COM

5312 S Chapman Rd
Greenacres, WA 99116
per PMS

Summary of Services: Prepare conceptual site plans for Dutch Jake's Park Renovation project in accordance with the recently adopted park master plan. Project includes public & stakeholder involvement. A&E roster project AE 176-17.

Amount: \$21,490.00

☐ Check if tax is included

Budget Code(s): 1400-30210-94000-56501

11/01/17 - 8/01/2018
CIP #17-39

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc.):

Beginning Date: 11/01/2017

Expiration Date: 8/01/2017

Open-Ended: ☐

RECEIVED

NOV 09 2017

CITY CLERK'S OFFICE

☐ Quotes (per Purchasing Policy)
☒ Contractor is on the City's A & E Roster
☒ Contractor's Business License Exp Date

☐ W-9 (for **new** contractors/consultants/vendors)
☐ ACH Forms (for **new** contractors/consultants/vendors)
☒ Insurance Certificate (min \$1 million) 11/6/18
☐ Grant Related (Grants Mgmt. Dept. must sign below)

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Nick Hamad

Requester

☒ Division Manager Garrett Jones
Type Name
☒ Director of Parks and Recreation Leroy Eadie

Funds are available in the appropriate budget account:

☐ Accountant Megan Qureshi

☐ Grants Management Department

Type Name

Initials
Initials
Initials
Initials

Parks and Recreation: Nick Hamad	Additional Dept. Purchasing - Connie Wahl
Park Accounting: PARKS ACCOUNTING	Additional Dept.
Garrett Jones	Contractor: Michael Terrell
	E-mail: MTERRELL@MT-LA.COM



City of Spokane
Parks and Recreation Department

CONSULTANT AGREEMENT

Title: MICHAEL TERRELL, LANDSCAPE ARCHITECTURE,
PLLC. FOR THE PROJECT SCOPING, & SITE
EVALUATION FOR THE RENOVATION OF
SPOKANE'S DUTCH JAKE'S PARK

(A&E Project No. AE176-17)

This Agreement is made and entered into by and between the **City of Spokane, Parks and Recreation Department**, a Washington municipal corporation, as ("City"), and **Michael Terrell Landscape Architecture, PLLC.**, whose address is 1421 North Meadowood Lane, Suite 150, Liberty Lake, Washington, 99019, as ("Consultant").

WHEREAS, the City of Spokane desires to provide for the care, maintenance and improvements of its City Parks; and,

WHEREAS, the City of Spokane is seeking to undergo renovations at Dutch Jake's Park, including to the basketball court, play area, hardscape areas and site furnishings; and,

WHEREAS, the "Consultant" was selected for this work through the City's A&E Roster following a documented evaluation process, herein provided;

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2017 and ends on August 1, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the following services for the City:

Provide Professional Landscape Architectural services for renovations at Dutch Jake's Park in the City of Spokane.

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

3. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **TWENTY ONE THOUSAND, FOUR HUNDRED NINTY AND 00/100 DOLLARS (\$21,490.00)**, plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks Department, Administration Office, W. 808 Spokane Falls, Blvd., Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. INDEPENDENT CONSULTANT.

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

11. TERMINATION.

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

12. STANDARD OF PERFORMANCE.

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

13. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

14. ANTI KICK-BACK.

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

15. DEBARMENT AND SUSPENSION. The Contractor 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.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- D. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

MICHAEL TERRELL
LANDSCAPE ARCHITECTURE, PLLC.

By [Signature] 11/2/17
 Signature Date

MICHAEL D. TERRELL
 Type or Print Name

PRINCIPAL
 Title

603-368-643 With Endorsement
 WA. UBI. NO. City of Spokane Bus.
 License No.

Attest:

[Signature]
 City Clerk (11/09/17)

CITY OF SPOKANE

By [Signature] 11/3/17
 Signature Date

Leroy Eadie
 Type or Print Name

Director
 Title

Approved as to form:

[Signature]
 Assistant City Attorney

Attachments that are part of this Agreement:
 Exhibit A – Consultant's General Scope of Work



2017-1100-231 A2



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
(509) 922-7449

Date: October 19, 2017

Client: City of Spokane, Parks and Recreation
Contact: Nick Hamad, PLA
Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

Phone: (509) 393-5452

Project: Dutch Jakes Park | **Project Number:** 17-036
Address: 799 N Chestnut St, Spokane, WA 99201

Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of construction documents for the renovation of Dutch Jake's Park in the West Central Neighborhood. The scope includes site evaluation, public involvement plan, coordination with parks staff and the Trust for Public Lands, preparation of the master plan based on concepts developed by EWU students and final construction documents.

Tasks	Fees
Task 1.0 Site Evaluation and Project Scoping	
1.1 Meet with city of Spokane staff to discuss existing site conditions, utilities and improvements.	
1.2 Field Investigation The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. A topographic survey is anticipated to be completed prior to the beginning of work. City of Spokane to provide a topographic survey and any available information about existing subsurface conditions and utilities. In addition, we will review existing park and open space conditions in conjunction with interviews with parks maintenance and land managers associated with the project. We will utilize available maps and ortho photos augmented by survey information and on-site verification. The team will document existing conditions, problem areas, landscape features, opportunities and constraints.	
1.3 Conduct site visit to document existing conditions and evaluate existing improvements. Discuss and identify improvements that Parks personnel plan to remove prior to completion of design.	

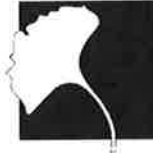
PROPOSAL AND CONTRACT

Project: Dutch Jakes Park

1

Project #: 17-036

Client: City of Spokane



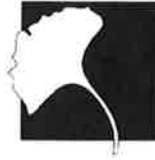
<p>1.4 Review existing site construction and utility locations. City of Spokane Parks to contract for site survey and provide to MT-LA.</p> <p>1.5 Park History: We will review park's acquisition and development history and any existing studies related to the area that may impact the planning process. Plans to be reviewed:</p> <ul style="list-style-type: none"> ▪ Dutch Jake's Park Master Plan prepared by EWU Urban and Regional Planning Program for West Central Neighborhood Council, June 2016. ▪ City of Spokane Parks and Recreation Plan ▪ Utility plans: water, sewer and electrical <p>1.6 Parks personnel to conduct preliminary subsurface investigations.</p> <p>1.7 Develop Opportunities and Constraints Mapping</p> <p>MT-LA will layer the assembled information and analyze the resource mapping to provide a comprehensive opportunities and constraints map for the park. This map will serve as the primary analysis tool for refining the concepts of the EWU prepared master plan. The opportunities and constraints mapping will identify suitable and unsuitable sites for park improvements.</p> <ul style="list-style-type: none"> ▪ Mapping to include site circulation and relationships to the alley and adjacent streets. (i.e. Dutch Jake's Park Master Plan, Appendix C: Chestnut Corridor Plan) 	
1.0 Site Evaluation and Project Scoping, Subtotal:	\$3,900.00
Task 2.0 Public Involvement	
<p>2.1 Public Involvement Plan</p> <p>We will develop a detailed plan for public involvement and outreach coordination with the Trust for Public Lands. MT-LA will coordinate public involvement efforts and will identify press releases (coordinated with city staff), public and neighborhood public meetings, as well as the participants, dates, times, formats, and purpose for each meeting. A comprehensive contact list will be generated with input from city and parks staff identifying major stakeholders, neighborhood contacts, property owners and user groups. The plan will include:</p> <ul style="list-style-type: none"> • Neighborhood council • Stakeholder interviews • Neighborhood/public meetings. • Presentations to city staff, committees/boards as required. <p>Task 2 Deliverables</p> <ul style="list-style-type: none"> ▪ Public Involvement Plan and Coordination. ▪ Coordinate with the Trust for Public Land for community outreach and engagement. ▪ Meetings for Tasks 1.0 and 3.0. 	

PROPOSAL AND CONTRACT

Project: Dutch Jakes Park

Project #: 17-036

Client: City of Spokane

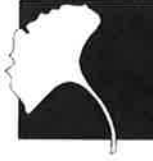


<p>1.4 Review existing site construction and utility locations. City of Spokane Parks to contract for site survey and provide to MT-LA.</p> <p>1.5 Park History: We will review park's acquisition and development history and any existing studies related to the area that may impact the planning process. Plans to be reviewed:</p> <ul style="list-style-type: none"> ▪ Dutch Jake's Park Master Plan prepared by EWU Urban and Regional Planning Program for West Central Neighborhood Council, June 2016. ▪ City of Spokane Parks and Recreation Plan ▪ Utility plans: water, sewer and electrical <p>1.6 Parks personnel to conduct preliminary subsurface investigations.</p> <p>1.7 Develop Opportunities and Constraints Mapping MT-LA will layer the assembled information and analyze the resource mapping to provide a comprehensive opportunities and constraints map for the park. This map will serve as the primary analysis tool for refining the concepts of the EWU prepared master plan. The opportunities and constraints mapping will identify suitable and unsuitable sites for park improvements.</p> <ul style="list-style-type: none"> ▪ Mapping to include site circulation and relationships to the alley and adjacent streets. (i.e. Dutch Jake's Park Master Plan, Appendix C: Chestnut Corridor Plan) 	
1.0 Site Evaluation and Project Scoping, Subtotal:	\$3,900.00
Task 2.0 Public Involvement	
<p>2.1 Public Involvement Plan We will develop a detailed plan for public involvement and outreach coordination with the Trust for Public Lands. MT-LA will coordinate public involvement efforts and will identify press releases (coordinated with city staff), public and neighborhood public meetings, as well as the participants, dates, times, formats, and purpose for each meeting. A comprehensive contact list will be generated with input from city and parks staff identifying major stakeholders, neighborhood contacts, property owners and user groups. The plan will include:</p> <ul style="list-style-type: none"> • Neighborhood council • Stakeholder interviews • Neighborhood/public meetings. • Presentations to city staff, committees/boards as required. <p>Task 2 Deliverables</p> <ul style="list-style-type: none"> ▪ Public Involvement Plan and Coordination. ▪ Coordinate with the Trust for Public Land for community outreach and engagement. ▪ Meetings for Tasks 1.0 and 3.0. 	



<ul style="list-style-type: none"> ▪ Four Stakeholder / Stakeholder Group Interviews. ▪ Five Coordination Meeting with Parks staff and Trust for Public Lands ▪ One Neighborhood Council Meetings / Presentations ▪ One Public Meetings / Open Houses 	
2.0 Public Involvement, Subtotal:	\$6,540.00
Task 3.0 Concept Plan Development	
3.1 Concept Development Plans Building on the foundation of inventory, analysis and user input, MT-LA will develop two conceptual design options that build on the master plan developed by EWU students and in collaboration with the Trust for Public Land. The concept plans will illustrate programming, potential activity relationships, quantity, conceptual grading, existing vegetation, and approximate sizes of facilities.	
3.0 Concept Plan Development, Subtotal:	\$4,100.00
Task 4.0 Master Plan Update	
4.1 Final Master Plan Update MT-LA will develop a Final Master Plan from input received during presentations, coordination with Trust for Public Land and Concept Development Plan review and discussion. The master plan will be a graphically rich, concise plan that will serve as to guide the development of construction documents. Master Plan Update will include plan, section and perspective character graphics to illustrate design intent. Future phases of development and construction as well as potential funding strategies will be identified in collaboration with Trust for Public Land.	
4.0 Master Plan Development, Subtotal:	\$6,000.00
Task 5.0 Expenses	
5.1 Mileage at \$.54 per mile Printing, parking and other miscellaneous expenses. (Actual cost + 10%)	\$950.00
5.0 Expenses, Subtotal:	\$950.00
Total:	\$21,490.00

NOTE: The above fee is based on an estimate of hours to complete the proposed Scope of Services at our current hourly rates. For services not listed as optional or included in this proposal see "Extended Services" and Exhibit "A."



EXTENDED LANDSCAPE DESIGN SERVICES

The following services are not included in the Scope of Services or fee and will be performed or coordinated as directed and authorized by the "client" at our current hourly rates or a negotiated fee if required.

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Design of retaining walls over four feet (4') in height.
- Survey of property.
- Archeological survey.
- Geotechnical investigation.
- Utility design. Electrical design of site lighting and electrical included.
- Entitlements: permits or planning approvals including design review.
- Bidding and Construction Administration

This Proposal and Contract is Governed by the Terms and Conditions on the attached Exhibit "A." Please read. This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature:  _____

Date: 10/19/17 _____

Michael D. Terrell, ASLA

Michael Terrell ■ Landscape Architecture, PLLC.

Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CorRisk Solutions 1 Huntington Quadrangle Suite 4N20 Melville, NY 11747	CONTACT NAME Tracey Donohue		
	PHONE (W/C No. Ext) 631-756-3000	FAX (W/C No. Ext) 631-756-2500	
	E-MAIL ADDRESS: traceyd@corriskolutions.com		
INSURED Michael Terrell - Landscape Architecture, PLLC 5312 South Chapman Road Greenacres, WA 99016	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Insurance Company		23841
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991268-01	01/16/17	01/16/18	Per Occurrence: \$1,000,000 Annual Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Dutch Jakes Park

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Parks and Recreation
2304 East Mallon
Attention: Nick Hamad, LLA
Spokane, WA 99202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE*E. Allen*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USAA INSURANCE AGENCY INC/PHS 812846 P: (888) 242-1430 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<table border="1"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (888) 242-1430</td> <td>FAX (A/C, No): (888) 443-6112</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Hartford Casualty Ins Co</td> <td>NAIC# 29424</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No): (888) 443-6112	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Hartford Casualty Ins Co	NAIC# 29424	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED MICHAEL TERRELL- LANDSCAPE ARCHITECTURE, PLLC 5312 S CHAPMAN RD GREENACRES WA 99016	<table border="1"> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:											
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INSURER F:																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A		COMMERCIAL GENERAL LIABILITY			65 SBA PU5843	01/13/2017	01/13/2018	EACH OCCURRENCE	\$2,000,000		
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000		
	X	General Liab	X					MED EXP (Any one person)	\$10,000		
								PERSONAL & ADV INJURY	\$2,000,000		
								GENERAL AGGREGATE	\$4,000,000		
								PRODUCTS - COMP/OP AGG	\$4,000,000		
									\$		
A	AUTOMOBILE LIABILITY				65 SBA PU5843	01/13/2017	01/13/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000		
		ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$		
								PROPERTY DAMAGE (Per accident)	\$		
									\$		
									\$		
	UMBRELLA LIAB			OCCUR				EACH OCCURRENCE	\$		
	EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$		
									\$		
	DED	RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A					PER STATUTE	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							Y/N		E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE- EA EMPLOYEE	\$	
									E.L. DISEASE- POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
--	--

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS 00 08 attached to this policy.

CERTIFICATE HOLDER

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**DELIVERED IN ACCORD
AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Parks and Recreation

Contact Person: Jo-Lynn Brown Phone: 625-6264

Type of Contract: ☐ New Contract ☐ Renewal
☒ Amendment ☐ Extension

What work or service is being provided: Design, Construction Documents & Administration

If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2017-0799

Contractor/Consultant Name: Michael Terrell, Landscape Architecture, PLLC

Contractor/Consultant Address: 1421 North Meadowwood Lane, Liberty Lake, WA 99019

Contract Begin Date: 8/1/2018 Contract End Date: 7/31/2019

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): \$36,444.40

Funding Sources (e.g., CD, Dept. of Justice, Etc.): Parks

Was The Contractor / Consultant Solicited by City's Request for Proposal / Quote / Bid? AE
Roster

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments: Provide Reason For Amendment. Adding additional services.

IF THIS IS A PUBLIC WORKS CONTRACT REQUEST

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ☐ Yes ☒ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

☐ Yes ☒ No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ☐ Yes ☒ No

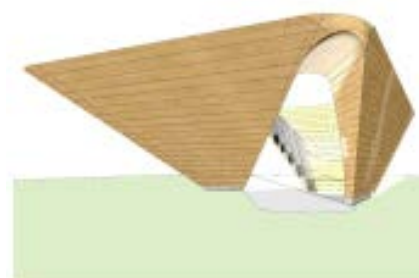
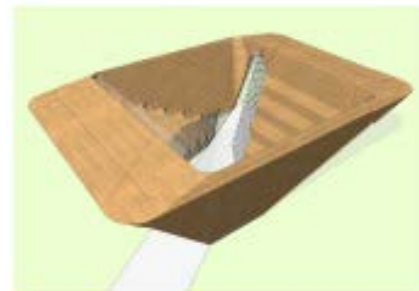
For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? ☐ Yes ☒ No



Stepwell Design Progression September 2018

Progression of design – from concept to construction

- After the Park Board and Joint Art Committee approved the concept for Stepwell in April, we received significant community feedback expressing a desire for increased interaction opportunities for people of all modalities
- Access to and with art is very important to Parks and Recreation
- Meejin Yoon, who is also an architect, provided thoughtful solutions
- The JAC and Park Board will weigh in on this design progression
- Fabrication and installation will follow, with an anticipated completion of Spring 2019



Enhancing interaction, refining design

- The artist and her team created an arch that allows people to pass through the sculpture, to experience the artwork's interior, to interact, and to gather
- As visitors move around the sculpture, their understanding of its form changes dramatically. Moving slightly off-axis reveals the dramatic oblique of the exterior surface of the sculpture
- The sculpture will look impressively cantilevered
- As the user approaches the sculpture, they'll be moving up a gentle slope toward the sculpture, and a person could choose to move straight ahead through the center of the sculpture or climb up onto its tiers to have a seat, or ascend to the top to look down
- Stepwell's primary function is artwork

Archway

- The artist was happy for the opportunity to reconsider how the two halves intersect, and feels it is a design improvement to have an archway gracefully blend the intersection
- The artist's team pointed out the archway will be visually stunning for two reasons; it will be a smooth, blended surface connecting two angular surfaces, and it will be unexpected to see this graceful curvature carved out of wood

Railing

Exterior Railing

- The exterior railing design is altered to accommodate a change in the height of the tiers, which should now be more comfortable for sitting

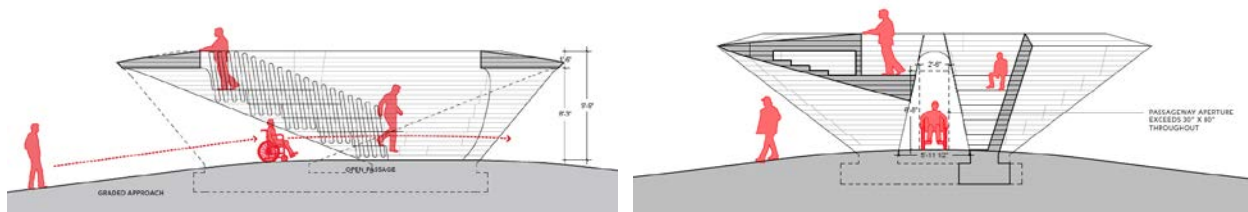
- The artist didn't want the upper railing to be perceived as separate from the rest of the sculpture; she wanted to build it into the form of the sculpture instead of having it look like a separate element
- In addition, adding thick timber at the top would have taken the art work beyond budget
- The height from the top step to the upper edge of the sculpture is the typical safety railing height of 42"

Interior Railing

- The artist wanted to keep the original geometry of the piece, while ensuring people on either side of the artwork could see through to the other side
- The artist's team selected this option because it mimics the filleted curves elsewhere in the piece, and reinforces the angled cut of the passageway when viewed on-axis

Capacity

- Opening up the center pathway creates an opportunity for additional people to stand, move, and wheel through the art piece
- Seating capacity on the steps is estimated to be 30 people



RiverfrontParkNow.com, select "Art"



September 07, 2018

DRAFT AMENDMENT #1

Mr. Berry Ellison
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd # 5
Spokane, WA 99201

Re: Proposal of Professional Services for Riverfront Park, North Bank Regional Playground; Amendment No. 1 – N. Washington St./N. River Drive Intersection and Roadway Improvements.

Dear Berry:

This amendment to the Consultant Agreement between the City of Spokane Parks and Recreation Department and Bernardo|Wills Architects, P.C. Dated August 27, 2018 is intended to expand consultant services to include the signal upgrade, the widening of the intersection for turn lanes (including some relocation of sidewalk) roadway improvements, and the reconstruction of corners for the Washington Avenue and N. River Drive intersection. Limits of the work on N. Washington Street are from the bridge abutment to the south up to W. Cataldo Ave. to the north: and N. River Drive from N. Washington Street to about 300 lineal feet east to the Centennial Hotel entry. It is estimated at the total construction cost for the intersection/roadway improvement is approximately \$600,000. (excluding ROW/Easements). The design work will include a right-of-way/topographic land surveying base map drawing, a preliminary traffic study and analysis required to determine final configuration and layout of the improvements, design plans, details, specifications and construction administration services.

Project Understanding and Scope Elements

Primary access to the Riverfront Park North Bank site and parking lot would be provided through the Washington Street and N. River Drive intersection. Currently, this signalized intersection supports 2,700 total entering vehicles during the PM peak hour. The *Riverfront Park Traffic Impact Analysis* (MMI, 2016) indicates this would increase by 200 PM peak hour trips following Park redevelopment, which includes the amenities planned for the North Bank.

Spokane Transportation Department engineers indicate the intersection would need to be improved due to Park impacts, given capacity is limited, and because the signal is 25-years old (+/-). This will warrant reconstruction of the existing traffic signal with the addition of turn lanes and curb radii to accommodate truck movements. This document provides a scope of work and budget estimate to provide a design study and designs for the Washington Street and North River Drive intersection reconstruction project. The consulting budget has been broken down by primary task, so work can be implemented in stages, if desired.

An efficient schedule is important to this project as the client desires to bid the project by March. To that end, we will work continuously with City engineers during the report and design processes to cut down on review time. Schedule is highlighted subsequently working towards completion by the first week of March.

Design Study. Using standard industry practice and analysis methodology acceptable to the City, the recommendation of turn lane improvements and signal upgrades sufficient to accommodate short and long-term traffic forecasts will be developed by Morrison Maierle. The primary analysis will be based on PM peak hour traffic conditions, used by the City as a design hour. In addition, pedestrian and bicycle needs would be reviewed in conformance with "best practices" with improvements recommended for the intersection, such as ADA compliant facilities and special bike phasing or bike detection. Finally, truck activities will be reviewed to assure the appropriate design vehicle can clear corners at the intersection. The results and conclusions of the analysis would be summarized into a design study submitted to the City Transportation Department for review, modification, and approval.

153 South Jefferson Street
Spokane, WA 99201
509 838.4511 | fax 509 838.4605
www.bernardowills.com

The design study would be performed within five weeks, as to be prepared for presentation to the Park Board by October 15th. This assumes we can initiate work by the second week of September. We will work to secure consent from City traffic engineers regarding recommendations; although the report may not fully be reviewed and commented upon by this meeting. We envision receipt of comments and submitting a final report by the end of October.

30-Percent Design. The study would provide the basis for signal and intersection design. The 30-percent design would establish the footprint of the study recommendation for determining ROW and material needs. Signal equipment takes 90-days to secure (+/-), so 30-percent design is important in assuring materials are available for spring construction. The 30-percent designs would identify plan elements such as lane/street width, curb-lines, sidewalk alignment and ADA curb returns, landscape areas, channelization-striping, and the location and alignment of signal equipment (i.e. pole foundations, control box location, mast arm alignment, etc.). We can establish a preliminary construction estimate for the intersection project at this stage of design, if desired.

We will provide a concept with the design report for the October 15th meeting. The 30-percent design itself would be performed within six to eight weeks following project authorization, with submittal anticipated by the end of October. We expect the City to require about two weeks to review and comment. Comments would be addressed with final design, so we would not expect to resubmit the 30-percent designs to the City.

Final Design. 90-percent and 100-percent design plans, specifications, and bid estimates would be developed following the concept design and design study phases. The 90-percent submittal would address major City comments from the 30% submittals and provide design specifications and details; specifically adding profile elements to the project (i.e. street and sidewalk cross-sections, foundation depths, etc.). Demolition and traffic control plans would be developed to support the project, as well as incorporating plan information from storm water, erosion sediment control, and geotechnical analysis, as needed. We would coordinate with utilities during design, noting changes with plans, and address landscaping and irrigation details. Sidewalk and ADA compliant pedestrian areas would be designed and incorporated. Designs would be prepared per City and AASHTO specification. Plans would be submitted on the 90-percent basis, followed by City comment. Comments would be addressed with submittal of 100-percent plans submitted for bid.

The engineering estimate would be further advanced based on 90-percent designs in an Excel spreadsheet format. The City has specific specification workbooks that we would secure and modify to compliment the project. The draft estimate and specifications would be submitted to the City for review with 90-percent plans, followed by City comment. Comments would be addressed, and final estimates and specifications would be submitted for bid.

We expect 90-percent design plans, the bid estimate, and specifications to require 6 to 8 weeks to develop. Assuming a contiguous schedule, we anticipate working on this through November and December with submittal around the first of the year. We would assume three of four weeks for City review, with comments provided by the first of February. Approximately three to four weeks would be spent in addressing these comments with 100-percent plans, the bid estimate, and specifications available for the first week of March to support the March bid schedule.

Deliverables and Budget: Summary work/deliverables and budget estimates is as follows:

- ◆ **Survey Work.** Provide a background for design work. By Coffman Engineers
- ◆ **Design Study.** Review background data and collect traffic counts, perform a design analysis, and recommend geometries and traffic controls. Submitted to the City as a report. Budget includes addressing one round of comments followed by final submittal. By Morrison Maierle
- ◆ **Stormwater.** Calculations. Developed per City Requirements. By Coffman Engineers
- ◆ **30-Percent Design.** 30-percent design plans developed to identify geometric intersection data and signal material location. Comments addressed with final design.
- ◆ **Final Design.** Plan and profile designs including signing and striping, an overall project plan, lane/curb design, traffic signal details, and sidewalk facility. 90 percent designs submitted, with city comments addressed, followed by submittal of 100-percent designs. By Morrison Maierle
- ◆ **Sediment and Erosion Control Plans.** By Coffman Engineers
- ◆ **Demolition Plans.** Demolition plans for the current intersection. Plans would be provided with 90 and 100-percent stages. By Morrison Maierle.
- ◆ **Specifications and Construction Estimate.** Specifications and construction estimates provided regarding material and construction details. Specifications and the estimate would be provided in 90 and 100-percent stages.
- ◆ **Traffic Control Plans.** Traffic control plans developed in coordination with City staff. Plans would be provided with 90 and 100-percent stages.
- ◆ **Meetings, Project Management, and Quality Control.** Four meetings in support of the project. This phase also acknowledges project management and quality control needed with the design study and design plans.

Plans would be provided electronically on 11x17 and 22x34 printable document (.pdf) files during the concept, intermediate, and first final submittals. Final 100 percent documents would be provided electronically with three sets of printed 11x17 and a 22x34. The design report and draft specifications would be submitted to the City in an electronic Word (.doc) format, then a final pdf format. A copy of the Engineering Estimate would be provided in an Excel spreadsheet format as a draft. A final pdf version would be submitted electronically as a pdf.

The project would be delivered by March 2019 for construction bidding.

Professional Fees

BWA proposes to complete the **Amendment No. 1 – N. Washington St./N. River Drive Intersection Improvements design and contract documents for a lump sum fee of \$60,000.00** (Sixty Thousand, and 00/dollars). Equaling 10% of the estimated total construction budget.

Please feel free to call us at any time should you have any questions or require further clarification.

Sincerely,



Dell Hatch, ASLA
BWA Landscape Architecture/Urban Design/Planning



William LaRue, ASLA
Landscape



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 8	Change Order Effective Date: 9/17/18 (date when executed by both parties)
Project: PAVILION DESIGN BUILD PROJECT	Design-Builder's Project No: 172100
	Date of Agreement: APRIL 13, 2017
Owner: CITY OF SPOKANE - PARKS & RECREATION DIVISION	Design-Builder: GARCO CONSTRUCTION, INC.

	<u>AREA</u>	<u>DESCRIPTION OF CHANGE</u>	<u>AMOUNT</u>
Item 1	PROM	RFP#13 – Added Rough-In for WIFI for Centennial Trail & Other.	\$ 58,805
		TOTAL AMOUNT	\$ 58.805

Original Contract Price: \$ 14,500,000

Net Change by Previous Change Orders: \$ 3,158,637

Net Change by GMP Amendment: \$ 4,150,000

Net Change by Change Order No 8: \$ 58,805

New Contract Price: \$ 21,867,442

Original Contract Substantial Completion Date: May 30, 2019

Adjustments by Previous Change Orders: **30** (calendar days)

Adjustments by Change Order No 8: **0** (calendar days)

Revised Scheduled Substantial Completion Date: **June 29, 2019**

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER:

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN-BUILDER:

By: _____
Printed Name: _____
Title: _____
Date: _____



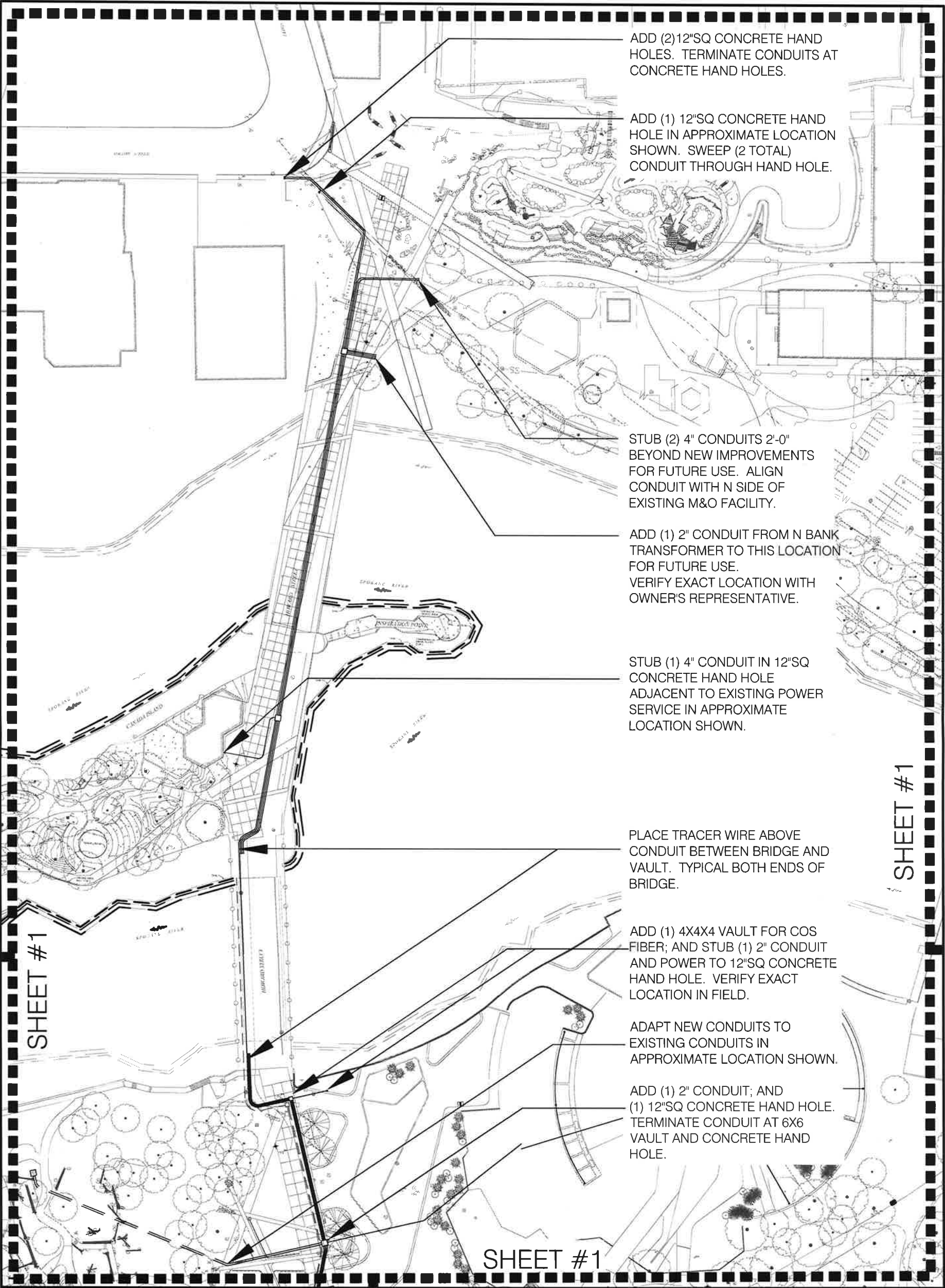
RIVERFRONT PARK MODERIZATION

Request for Proposal (RFP)

Project Name:	PROMENADES	RFP No:	13
Project No.	SC6B0322000	Date:	7/31/18
Owner:	Spokane Parks & Recreation		
Contractor:	Garco Construction	Architect/Eng:	Berger/Jacobs

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments referred to below. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

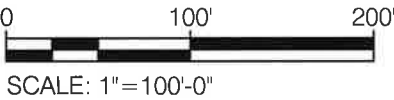
Description: Provide pricing to install added rough-in for future WIF by the COS along the Centennial Trail per the attached drawings dated 6/29/18 as part of the mid promenade utilities.

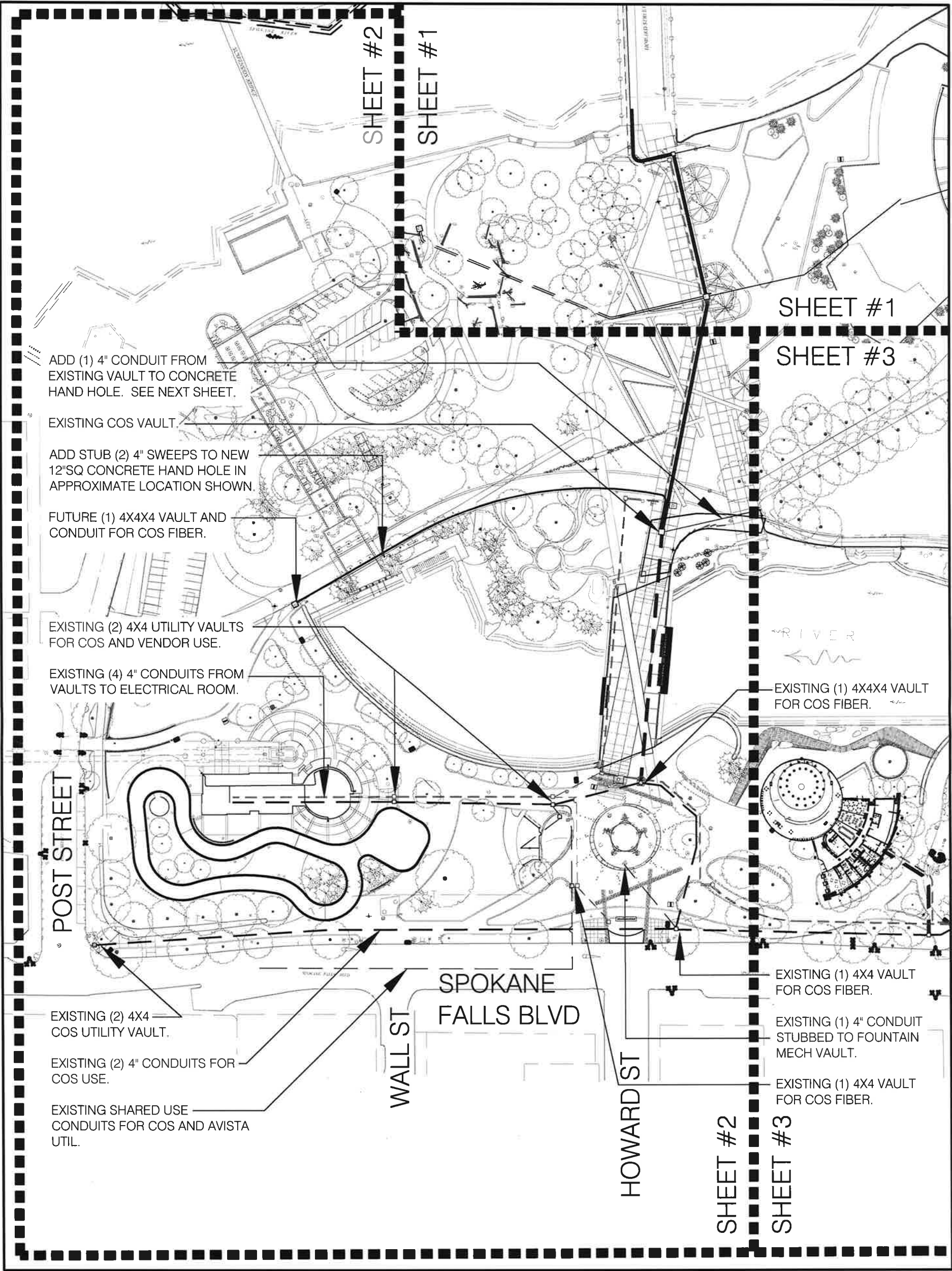


RIVERFRONT PARK

CITY FIBER
WIFI IN THE PARK REV 3
B. ELLISON
JUNE 29, 2018

SHEET #1

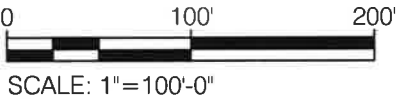


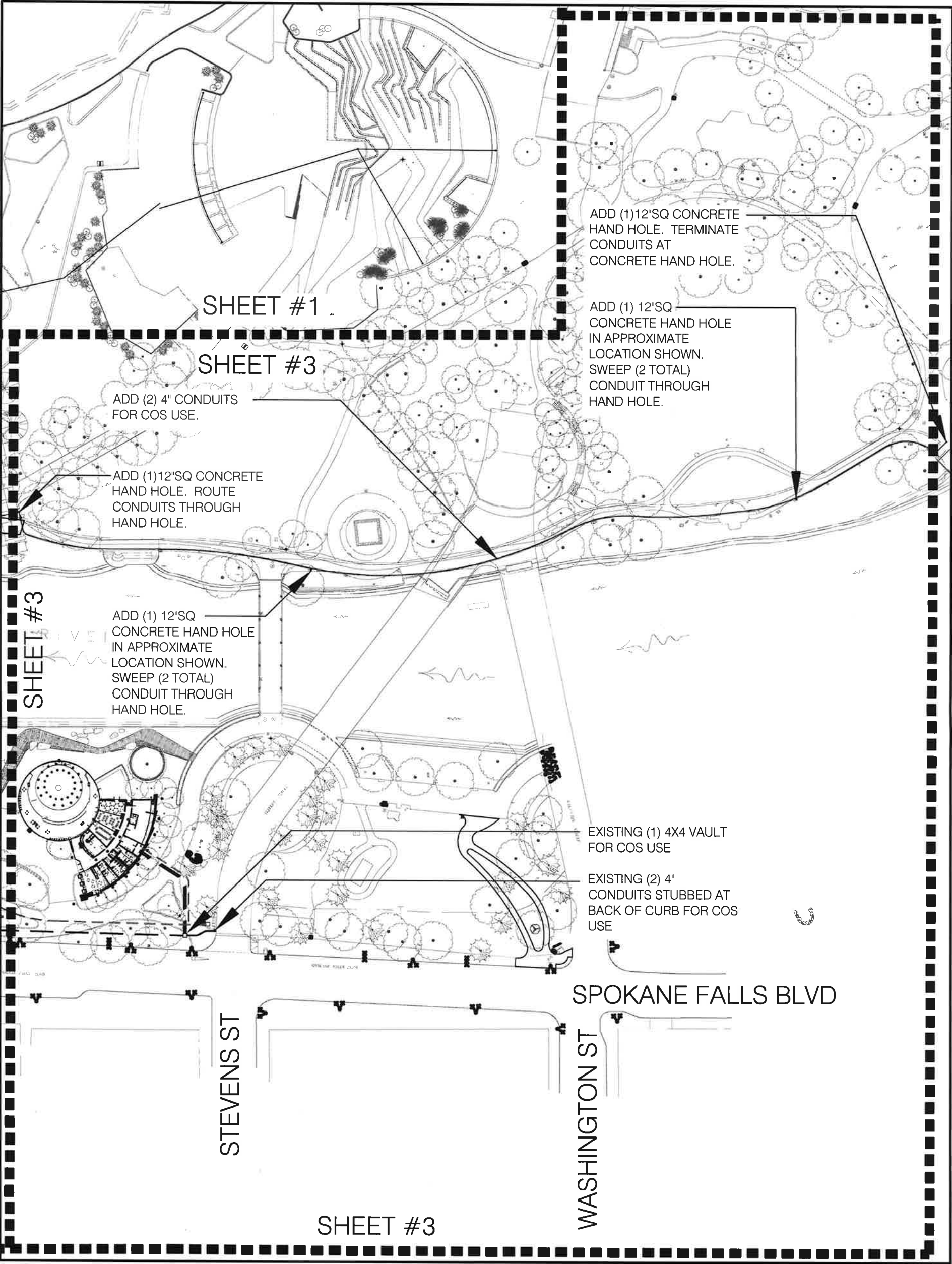


RIVERFRONT PARK

CITY FIBER
WIFI IN THE PARK REV 3
B. ELLISON
JUNE 29, 2018

SHEET #2

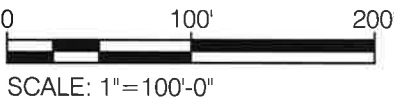




RIVERFRONT PARK

CITY FIBER
WIFI IN THE PARK REV 3
B. ELLISON
JUNE 29, 2018

SHEET #3





Garco Construction, Inc.

Phase	Description			UNIT PRICES				TOTALS				
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Power City Electric (See attached Scope Breakdown)	1.0	LS				47,671	-	-	-	47,671	47,671
	NAC Electrical Design (See attached breakdown)	1.0	LS				2,175	-	-	-	2,175	2,175
	Garco Labor and Equipment for Excavation - 1 operator and excavator for a week and a laborer for trenching & backfill	1.0	WK	4,428		651		4,428	-	651		5,079
SUB-TOTALS								4,428	-	651	49,846	54,925
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				609
								OH&P: on Garco (as subcontractor) subcontracted work				1,994
SUB-TOTAL											57,528	
Insurance								1.00% (of Subtotal)				575
Bond Premium								0.75% (of Subtotal)				431
SUB-TOTAL											58,535	
B & O Tax								0.47% (of Subtotal)				270
TOTAL - POTENTIAL CHANGE ORDER											\$ 58,805	

SPECIFIC EXCLUSIONS:

1. WSST,



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

Proposal

PROPOSAL SUBMITTED TO Garco Construction	DATE 8/3/18
STREET 4114 E Broadway	JOB NAME RFP-13 Added Wifi to south side of project
CITY, STATE, AND ZIP CODE Spokane WA 99202	JOB LOCATION 507 N Howard St Spokane, WA 99201
ATTN: Josh Grigsby	PHONE: 509-535-4688

Josh,

Thank you for the opportunity to provide a proposal for the above mentioned project. As always, if I can provide any further information or clarification please do not hesitate to contact me.

General Inclusions

- 3000'-4" sch 40 PVC with pull string as shown on the drawings.
- Includes Qty (6) B1017 hand holes and previously installed on the Wifi added on the north side.

General Exclusions

- Tax.
- Excavation
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Sales tax.
- Bond is available by request.
- Excludes all power (raceway and conductors) to hand holes as requested.

Total Price \$47,671.00

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

Proposal Acceptance:		
Authorized Customer Signature	Printed Name	Date



3327 E. Olive, Spokane WA 99202
 (509) 535-8500, Ext 1016
 fax (509) 535-8598

DATE 3-Aug-18
JOB Added Wifi on south side
PROJECT Howard Street Promenade

DESCRIPTION		AMT.	MTRL.	LABOR	MTRL. EXT.	LBR. EXT.	EXTENSION
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Estimation	1		\$ 12,117.84	\$25,708.80	\$12,117.84	\$25,708.80	\$37,826.64
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
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			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
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			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
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			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
			\$ -	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL				\$0.00	\$12,117.84	\$25,708.80	\$37,826.64
							416.0

DIRECT JOB EXPENSES		
Truck/Trailer	All Terrain cart	Fork lift
\$1,285.44	\$219.71	\$400.00
Vault shipping	Sm tools/Consum	PERMIT
\$50.00	\$1,156.90	
HOUSE KEEPING	Safety	Large Tools
\$257.09	\$257.09	

MATERIAL TOTAL	\$12,117.84
LABOR TOTAL	\$25,708.80
JOB EXPENSE	\$3,626.23
SUBTOTAL	\$41,452.87
OH & P	\$6,217.93
TOTAL	\$47,670.79

DESCRIPTION OF WORK;

JOB #2013: ID

RIVERFRONT PARK

JOB NAME

RIVERFRONT PARK-HSP

EST. #07: ID

Riverfront HSP

ESTIMATE

RFP-13 added wifi on south trail

PRINTED

8/2/2018 2:36:49 PM

DATA SET #1:

Comm Indust UPC_EST_NECA ...

8/2/18 final

Power City Electric, Inc

3327 E. Olive Ave.

Spokane, WA 99202

509.535.8500

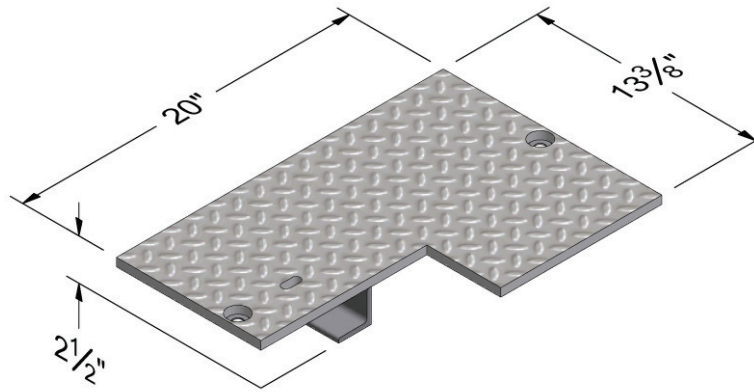
FAX: 509.535.8598

sgilbertz@powercityelectric.com

NOTES

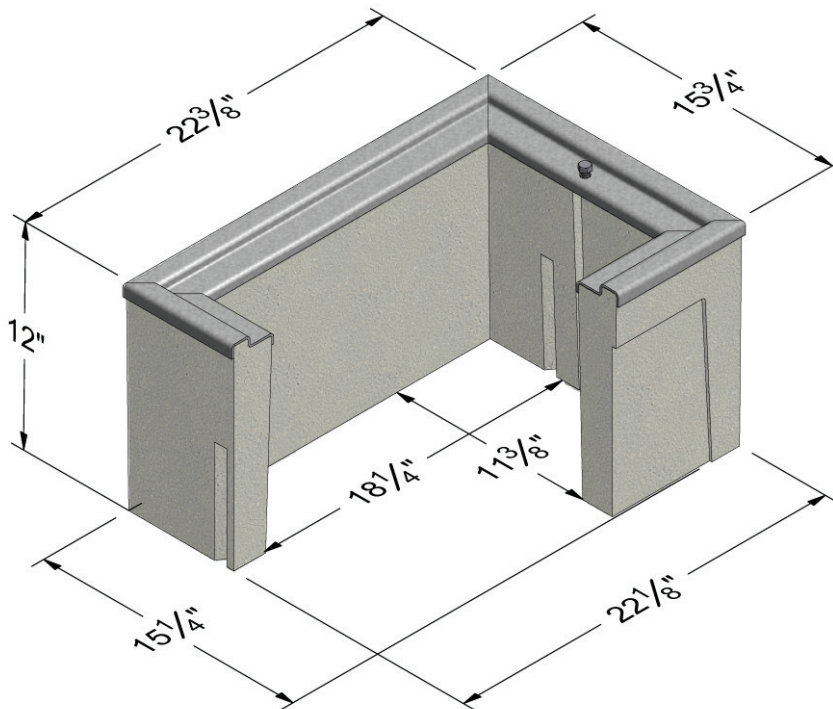
Item				Material	Labor
Size	Item Desc	Qty	UOM	Mat Ext	Lbr Ext
	12" square Hand hole	6.00		2,808.00	12.0000
4"	PVC 90 SWEEP RADIUS	31.86	EACH	703.47	47.7870
4"	PVC EB/DB END BELLS	31.86	EACH	121.38	12.7432
4"	PVC SCH 40 UGRD	3,000.00	FEET	7,110.00	165.0000
4X3	BASE SPACER	713.00	EACH	1,309.00	71.3000
	TRUE TAPE	3,300.00	FEET	66.00	3.3000
4"	PVC FIELD BENDS	31.86	EACH	0.00	103.5385
Grand Totals				12,117.84	415.6687

B1017



COVER:
 Style: Flush
 Material: Steel Checker Plate
 Model: 14" x 20"
 Weight: 44 lbs
 Options: Special Markings
 Surface: Skid Resistant & Marked*
 Coefficient of Friction: >0.6 ASTM 1028
 Performance: H20, AASHTO M309

BODY:
 Material: Reinforced Concrete with Steel Frame
 Model: 16" x 22"
 Weight: 130 lbs
 Wall Type: Straight
 Mouseholes: 0
 Performance: H20, AASHTO M309



OPTIONS: **Steel Checker Plate Covers:**
 Flush Solid
 Bolt Down Locking Available
 Galvanizing Available
 EMS Marker
 Lid Gaskets*

*Lid Gaskets inhibit water flow into the box, they do not make Enclosure fully waterproof.



Traffic Rated: Continuous Roadway Traffic

Actual load rating is determined by the box and cover combination. Weights and dimensions may vary slightly

All information contained on this sheet is current at the time of printing. Oldcastle Precast, Inc. reserves the right to discontinue or update product information without notice.

*Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.

Contact your Oldcastle Enclosure Solutions Distribution Center for specific information and additional options.

Josh Grigsby

From: Jack Schneider <JSchneider@nacarchitecture.com>
Sent: Tuesday, August 14, 2018 12:53 PM
To: Josh Grigsby
Cc: Keith Comes
Subject: RE: HSP Centennial Trail WiFi questions

Hello Josh,

No problem.

Meetings and review

4 hours at \$145/hr = \$580

Design/Email/Drafting

6 hours at \$85/hr = \$510

6 hours at \$125/hr = \$750

Changes/CA

2 hours at \$125/hr = \$250

1 hour at \$85/hr = \$85

Total \$2,175

Amount highlighted in yellow have already been accrued.

Thanks,
Jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

From: Josh Grigsby <joshg@garco.com>
Sent: Tuesday, August 14, 2018 12:42 PM
To: Jack Schneider <JSchneider@nacarchitecture.com>
Cc: Keith Comes <kcomes@nacarchitecture.com>
Subject: RE: HSP Centennial Trail WiFi questions

Jack,

I need to get a breakdown from you on that so I can include in my COP.

Thanks,

JOSH GRIGSBY
GARCO CONSTRUCTION | Project Manager
o: (509) 535-4688 |
c: (509) 953-8456 | joshg@garco.com

Mead, Lorraine

From: Jack Schneider <JSchneider@nacarchitecture.com>
Sent: Wednesday, August 15, 2018 11:41 AM
To: Mead, Lorraine
Cc: bellison@spokanecity.org; Keith Comes
Subject: RE: Promenade - Centennial Trail WIFI
Attachments: Promenade - Added Centennial Trail WIFI - 8-14-18.pdf; Promenade - RFP#8 Added WIFI.pdf; RFP 08R Wifi change (2).pdf

Hello Lorraine,

The \$20,000 estimate is based on information we we're getting back through RFP-08R Wifi and the promenade RFP#8 promenade pricing which appear to be two different RFP's.

I thought the price for completing Berry's RFP-08R was answered by HSP RFP#8-Added Wifi Scope which was \$33,632 and that in that, Berry allowed the use of 2" conduit.

In Centennial Trail Wifi, Berry confirmed after my \$20,000 estimate that there were two 4" pvc conduits being installed versus one 2" like I thought he had allowed on RFP-08R.

Does that make sense? I have attached all for your reference.

With respect to the pricing received for "Added Centennial Trail WiFi" and keeping in mind that the 4" PVC conduit is almost three times the cost of the 2" PVC conduit and there is twice as much (two 4" vs one 2"), those numbers seem to bear out in the \$58,805 number

Thanks,
Jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

From: Mead, Lorraine <LorraineMead@hillintl.com>
Sent: Wednesday, August 15, 2018 10:24 AM
To: Jack Schneider <JSchneider@nacarchitecture.com>
Cc: bellison@spokanecity.org
Subject: FW: Promenade - Centennial Trail WIFI

Jack,

Please review this pricing – you send a prior email that you thought this would be around \$20K. We need to get this resolved so this work can proceed after labor day.

Thanks,
Lorraine

From: Josh Grigsby <joshg@garco.com>
Sent: Wednesday, August 15, 2018 9:39 AM

To: Mead, Lorraine <LorraineMead@hillintl.com>

Subject: Promenade - Centennial Trail WIFI

Good Morning Lorraine,

Please see attached proposal and let me know if you have any questions. If this is a go, it is important that we get the go ahead in the next couple weeks so we can get materials coming so it doesn't delay our upcoming centennial trail work.

Thanks,

JOSH GRIGSBY

GARCO CONSTRUCTION | Project Manager

o: (509) 535-4688 |

c: (509) 953-8456 | joshg@garco.com

From: Arianna Brown-Harris
To: [Spokane Parks and Recreation](#)
Cc: saferpark@aol.com
Subject: Please vote to save the rides at Riverfront Park
Date: Thursday, August 09, 2018 11:57:42 AM

To whom it concerns,

I urge you to consider keeping/re-installing the rides in the north part of the park. The joy on my son's face when spending a Saturday out at the park riding the roller coasters was a great source of bonding time for us through the years.

Now that my daughter is approaching this age, I want her to be able to establish those same memories. In addition, the economic aspect of the rides have too many benefits to list.

Thank you for your time. Again, please, keep our Spokane riverfront rides apart of Spokane's legacy.

Sincerely,
Arianna Brown-Harris

From: ARNOLD G PETERSON
To: [Spokane Parks and Recreation](#)
Cc: saferpark@aol.com
Subject: Rides and their possible elimination from the park
Date: Thursday, August 09, 2018 10:53:59 AM

Dear Park Board Member,

I am writing to support the Rides in the park. I am grandparent who has taken his children to the park years ago and watched them enjoy the rides and have been surprised by the Park Boards plan to eliminate them. I have been unable to find online the reasons that they should be eliminated other than other communities are doing it which is not a reason but an excuse. Anyway the rides provide revenue, increase park attendance, and provide recreation for many of our less fortunate citizens who don't have a lake house or the means to travel out of the city for their recreation. Could someone please tell me what are the reasons the Park Board wants to eliminate the rides?

Thanks,

Arn Peterson

From: Dave and Sylvia Miller
To: [Spokane Parks and Recreation](#)
Cc: saferpark@aol.com
Subject: Riverfront Park Rides
Date: Thursday, August 09, 2018 1:40:17 PM

Dear Park Board members:

Once again, I encourage you to keep the Riverfront Park rides as part of the Riverfront Park North Recreation Center on the North Bank. I believe the rides are important to the welfare of the city, giving the young people and children safe, wholesome activities rather than just "hanging out" and often getting into trouble.

The season pass program in the past has been popular for families and teenagers and provides extra revenue for the park. Most of the ticket holders will use the concession stands as well. The rides will also encourage more foot traffic in the park, creating more safety for all of us using the park. In addition, the rides will provide employment for many more youth of our city.

In conclusion, I would ask that you agree to again place the rides in Riverfront Park. Besides all the above reasons, I believe the program provides a good bonding, fun experience for parents, grandparents, and their children.

Sincerely,

Sylvia Miller
djsdmiller@hotmail.com
509-720-3980

From: Jerica Bergdall
To: [Spokane Parks and Recreation](#)
Subject: Please read !
Date: Thursday, August 16, 2018 1:07:40 PM

To whom it may concern at the Spokane Park board,

I received information that you are considering removing the rides at the park, I am writing to ask that you reconsider because ,,, every year my family and I travel to Spokane to visit family and its been our highlight and tradition to come to riverfront park and enjoy the rides ! We have so much fun and really enjoy the rides at the park ! It has created such fun memories and we are hoping to continue to be able to look forward to and enjoy the rides there ! Also the IMAX theater is a very big highlight for us which we love to experience when we visit ! Please reconsider removing these ! Thank you for your time ! signed a happy visitor from Indiana

From: Pamela Adams
To: [Spokane Parks and Recreation; visitors@visitspokane.com](mailto:visitors@visitspokane.com)
Subject: Carousel
Date: Friday, August 17, 2018 7:44:27 AM

I am a citizen in Spokane and I think the new carousel hours are a real disgrace. Really? All that money was spent on that area and you have nothing going on down there. Seriously, it's summer, it doesn't get dark til late, there are tons of tourists in town and most of them will come and see that thing and it closes at 7pm. That's crazy!! Such a disappointment when we tried to get on one evening for a ride with company.

I was recently in downtown on a Saturday night. There was absolutely nothing to do unless you wanted to go to a bar.

Let's address this and fix this for not only your residents but for guests to Spokane. I really have no idea what this city is turning into but none of it adds up as good.

Sent from my iPhone

From: donna fagan
To:

Subject: Music Under The Oaks
Date: Thursday, August 23, 2018 9:44:26 AM

I would like to take this moment to thank all the Spokane City and County and Non Profits that have worked with us over the years. You have been instrumental in making Bemiss Neighborhood the best part of Spokane. FRIDAY - FRIDAY Music Under the Oaks; Night Out Against Crime!!!! So glad it's not too hot and the air is better, so see you all there for fun, food and festivities!!!!

FRIDAY, August 24, 5:30 PM - 8:30 PM!!!! Fagan

God bless you!

Working together to make Bemiss the best part of Spokane