Park Board Members:
Nick Sumner – President
Rick Chase – Vice President
Garrett Jones – Acting Secretary
Ted McGregor
Greta Gilman
Sally Lodato
Jennifer Ogden
Gerry Sperling
Jamie SiJohn
Bob Anderson
Mike Fagan – Council Liaison

Agenda

1. **Roll Call:** Pamela Clarke

2. **Minutes:** Jan. 10, 2019, regular Park Board meeting minutes and Jan. 10, 2019, study session minutes

3. **Additions or Deletions to the Agenda:**
   A.

4. **Special Guest:**
   A. SYSCA update – Jeff Edwards

5. **Special Discussion/Action Items:**
   A. Parks and Recreation Director Leroy Eadie’s retirement/appreciation plaque – Nick Sumner
   B. Election of 2019 Park Board officers – Nick Sumner
   C. Reappointment to the Park Board/Gerry Sperling – Nick Sumner
   D. Appointment of Finance Committee chair and Urban Forestry Tree Committee alternate/Bob Anderson – Nick Sumner
   E. Appointment to the Riverfront Park Executive Team/Mike Fagan – Nick Sumner
   F. Appointment of the Park Board Nomination Ad Hoc Committee – Nick Sumner

6. **Claims:** Claims for the month of January 2019 – Bob Anderson

7. **Financial Report & Budget Update:** Mark Buening
8. **Committee Reports – Action Items:**

   **Riverfront Park Committee:** Feb. 11, 2019 – Jennifer Ogden
   A. Skate Ribbon and SkyRide title sponsorship agreement
   B. Avista contract amendment for Huntington Park maintenance services and lease/Post Street annex ($65,820)
   C. Cameron-Reilly construction contract/Sister Cities Garden ($298,982.40, including tax)
   D. Garco Construction change order #12/Pavilion and Promenades ($633,959, plus tax)
   E. Pavilion power change and impacts

   **Urban Forestry Tree Committee:** Feb. 5, 2019 – Jennifer Ogden
   A. Action items: None

   **Golf Committee:** (The Feb. 12 meeting was canceled.) – Gerry Sperling
   A. Action items: None

   **Land Committee:** Feb. 6, 2019 – Greta Gilman
   A. Peaceful Valley wayfinding resolution
   B. Parks surplus property policy
   C. Bacon Concrete construction contract/Southeast Sports Complex ($835,309, including tax)
   D. CXT Concrete Buildings/Southeast Sports Complex restroom purchase ($137,653.49, including tax)
   E. Northwest Playground Equipment Inc./Southeast Sports Complex playground equipment purchase ($83,323.60, including tax)
   F. Redband Park sculpture proposal

   **Recreation Committee:** Feb. 7, 2019 – Sally Lodato
   A. Action items: None

   **Finance Committee:** (The Feb. 12 meeting was canceled.) – Bob Anderson
   A. Action items: None

   **Bylaws Committee:** Jennifer Ogden
   A. Action items: None

9. **Reports**

   A. Park Board President: Nick Sumner

   B. Liaison Reports:
      1. Conservation Futures Liaison – Nick Sumner
      2. Parks Foundation Liaison – Ted McGregor
      3. Council Liaison – Mike Fagan

   C. Director's Report: Garrett Jones

10. **Executive Session:**

    A. None

11. **Correspondence:**

    A. Letters/emails: None
B. Newsletters: Hillyard Senior Center

12. **Public Comments:**

13. **Adjournment:**

14. **Meeting Dates:**

A. Next Committee meeting dates:
   - Urban Forestry Committee: 4:15 p.m. March 5, 2019, Woodland Center, Finch Arboretum
   - Land Committee: 3 p.m. March 6, 2019, Manito Park meeting room, Manito Park
   - Recreation Committee: 5 p.m. March 7, 2019, Sinto Senior Center, 1124 W Sinto Ave.
   - Riverfront Park Committee: 8:05 a.m. March 11, 2019, City Council Briefing Center
   - Golf Committee: 8 a.m. March 12, 2019, Woodland Center, Finch Arboretum
   - Finance Committee: 3 p.m. March 12, 2019, City Conference Room Lobby - Tribal, first floor City Hall

B. Next Park Board: 3:30 p.m. March 14, 2019, City Council Chambers

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

\textit{Agenda is subject to change}

\textbf{AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:} The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.
MINUTES

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

2. **Minutes:**
   A. Dec. 13, 2018, regular Park Board meeting minutes

   **Motion No. 1:** Nick Sumner moved to approve the Dec. 13, 2018, regular Park Board meeting minutes.

   Sally Lodato seconded.
   Motion carried with unanimous consent (9-0 vote).

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

4. **Special Guests:**
   A. None

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

   **Motion No. 2:** Chris Wright moved to approve claims for the month of December 2018 in the amount of $4,323,738.80.

   Sally Lodato seconded.
   Motion carried with unanimous consent (9-0 vote).
6. **Financial Report & Budget Update**: – *Mark Buening* reported due to an exceptional good month at Riverfront Park and a close monitoring of expenditures, Parks ended December with a surplus of approximately $43,000. This was accomplished without utilizing the $300,000 revenue stabilization reserve. He added these are not the 2018 year-end numbers. Those figures will not be available until the end of February. The Park Fund revenue is tracking at 74.54% of the projected budget. The Park Fund expenditures are tracking at 94.25% of the projected budget. The Golf Fund revenue is tracking at 105.19% of the projected budget. The Golf Fund expenditures are tracking at 98.58% of the projected budget. Of the $68.06 million Riverfront Park Bond, $36.88 million has been expended and $17.05 million committed, leaving a budget balance of $14.14 million.

7. **Special Discussion/Action Items:**
   A. Nomination Committee appointment – *Nick Sumner* explained a Nomination Committee is required to recommend nominees for the office of Park Board president, vice president and secretary. He entertained the appointment of the following board members to the committee: Rick Chase, Chris Wright, Jamie SiJohn and Bob Anderson.

   **Motion No. 3:** Nick Sumner moved to nominate Rick Chase, Chris Wright, Jamie SiJohn and Bob Anderson to the Nomination Committee.

   Sally Lodato seconded.

   Motion carried with unanimous consent (9-0 vote).

   B. Park Board member retirement/appreciate plaque – *Nick Sumner* explained the longest-standing Park Board member, Chris Wright, will be retiring from the board when his second and final term ends Feb. 5. In addition to the accolades from each board member, Mr. Wright’s wife, Council Member Karen Stratton, shared her appreciation for his dedication and for his 10 years of service on the Park Board. Each board member shared their gratitude for Mr. Wright’s service and hard work. Mr. Sumner presented Mr. Wright an appreciation plaque on behalf of the Park Board and staff.

8. **Committee Reports:**
   **Urban Forestry Tree Committee**: (The Jan. 1 meeting was canceled.) *Rick Chase*
   A. Action Item: None
   B. The next regularly scheduled meeting is 4:15 p.m. Feb. 5, 2019, at the Woodland Center, Finch Arboretum.

   **Golf Committee**: (The Jan. 8 meeting was canceled.) *Gerry Sperling*
   A. Action Item: None
   B. The next scheduled meeting is 8 a.m. Feb. 12, 2019, Finch Arboretum Woodland Center.

   **Land Committee**: Jan. 7, 2019, *Greta Gilman*
   A. Camp Sekani Conservation Futures property acquisition – *Greta Gilman* opened the discussion explaining this property is listed #4 on the Conservation Futures prioritized acquisition list. *Garrett Jones* introduced Evergreen East Mountain Bike Alliance President *Nathan Hutchens* who presented an overview of the property. The 19.7-acre property is located just north of Camp Sekani and involves an extensive trail system in the Beacon Hill area. Camp Sekani is owned and operated by Parks, and maintain through partnerships such as the one with Evergreen. *Leroy Eadie* explained it is up to the property owner to accept to sell the property to Conservation Futures. Any action by the Park Board will not stop any potential development which is pending on this land. The board’s action today would mean Parks is willing to accept the property if Conservation Futures funds are used to purchase the
property per the agreement of the property owner.

**Motion No. 4:** Greta Gilman moved to accept ownership of the land adjacent to Camp Sekani if the property is made available through Conservation Futures in efforts to maintain the integrity of the existing Beacon Hill Trail System.

Sally Lodato seconded.
Motion carried with unanimous consent (9-0 vote).

**B.** The next scheduled meeting is 3 p.m. Feb. 6, 2019, Park Operations Complex, 2304 E. Mallon.

**Recreation Committee:** Jan. 3, 2019, Sally Lodato
A. Action Item: None
B. The next scheduled meeting is 5 p.m. Feb. 7, 2019, Park Operations Complex, 2304 E. Mallon.

**Riverfront Park Committee:** Jan. 7, 2019, Ted McGregor
A. **Stageline mobile stage purchase/Pavilion ($424,045)** – Jonathan Moog provided an overview of a proposed mobile stage purchase from Stageline in the amount of $424,045, plus tax. The 40’ x 40” stage, plus extensions, may be rented to the Pavilion production company when Riverfront Park is not using it. By utilizing a mobile stage it allows the Pavilion to be more flexibility in its use than if there was a permanent stage in place. Mr. Moog said a stage, such as this mobile stage, it would cost about $15,000 to rent for a weekend.

**Motion No. 5:** Ted McGregor moved to approve the purchase of a mobile stage from Stageline in the amount $424,045, plus tax.

Jennifer Ogden seconded.
Motion carried with unanimous consent (9-0 vote).

B. **GeoEngineers habitat management plan amendment #4/North Bank ($23,010)** – Berry Ellison presented a proposed contract amendment #4 with GeoEngineers for a habitat management plan for the north bank project in the amount of $23,010. Mr. Ellison explained GeoEngineers completed the Parkwide assessment of habitat management. As designs develop, each area of the park is evaluated as part of the permitting procedure.

**Motion No. 6:** Ted McGregor moved to approve the amendment #4 with GeoEngineers for a habitat management plan for the north bank in the amount of $23,010.

Gerry Sperling seconded.
Motion carried with unanimous consent (9-0 vote).

C. **North Bank design, schedule and budget** – Berry Ellison presented a proposed design, schedule and budget for the north bank. The proposal involves a budget reallocation of $896,746 from program-level contingency (the orange bridge funds) to the north bank construction budget. Mr. Ellison explained the design of the north bank project has evolved beyond the approved 30% schematic design. The north bank design includes a parking lot, intersection improvements, M&O facility, an add/alternate for a wheels park, a one-acre regional playground, an add/alternate for a basketball court and renovation of two shelters. The north bank project is scheduled to be completed by April 2020.
Motion No. 7: Ted McGregor moved to approve the design, schedule and budget for the north bank as presented.

Jennifer Ogden seconded.
Motion carried with unanimous consent (9-0 vote).

D. Inland Northwest Vietnam Veterans Memorial resolution – Ted McGregor explained the purpose of the proposed resolution is to identify the expectations of the Park Board relating to the process of moving the memorial to the arena. Nick Sumner invited citizens to provide public testimony relating to the memorial.

Public testimony: Veteran Marshall Smith lost his brother after he returned from military service in Vietnam. Mr. Smith shared an emotional story about his brother, and his return home which ended suddenly and tragically. About 15 years ago, Mr. Smith discovered the area where the memorial now stands. He explained it as a quiet, isolated place – symbolic of the way Vietnam veterans were treated when they returned. Mr. Smith believes the clarity of the individuals who determined this location was well thought out. Hal McGlathery thanked Mr. Smith for his point of view, and for his and his family’s service to the country. Mr. McGlathery explained the Park Board will be faced with an extremely difficult decision regarding the proposed relocation. Mr. McGlathery provided background relating to the memorial’s history and Gary Henderson’s role in bringing it to reality in 1985. Mr. Henderson passed away New Year’s Eve due to injuries sustained in vehicle accident. Mr. McGlathery met with Mr. Henderson earlier that day and shared the proposed resolution with him. He said Mr. Henderson was ecstatic with the proposed resolution and felt it well defines the direction the original Veterans Memorial Committee.

Mr. Eadie explained the resolution includes a request for the following: 1) project plan with timeline, 2) letter from the SPFD agreeing to accept the memorial at the arena; 3) written agreement from the construction company that they will incur all costs associated with their work and will be responsible for any possible damages during the move; and 4) an outreach plan with supporting documents. Mr. Eadie also noted Parks should reserve the right to conduct additional outreach if the project receives overwhelming support from veterans and the community. Two additions have been made to the resolution since it was presented to the Riverfront Park Committee on Monday. These changes include: 1) an additional “Whereas” stating “this statue is believed to be among one of the first Vietnam memorial statues erected in the United States”; and 2) adding language noting “regardless of the outcome of this process, there will be some type of recognition or rededication of the memorial.”

Motion No. 8: Ted McGregor moved to approve the Inland Northwest Vietnam Veterans Memorial resolution as presented.

Mike Fagan seconded.
Motion carried with unanimous consent (9-0 vote).

E. Interlocal cooperation agreement for development of the Sportsplex – Ted McGregor provided background on the cooperation agreement for development of the Sportsplex. The agreement is a three-party agreement between the Park Board, the City Council and the Spokane Public Facilities District. The agreement outlines the goals, commitments and responsibilities between the parties. Parks’ goals are to support the Sportsplex and its positive impacts on Parks, and to mitigate some litigation issues relating to the north bank. The agreement also describes the process for joint use. Garrett Jones reviewed edits which were
requested by the Riverfront Park Committee during their Monday meeting. These changes were also reviewed and agreed upon by the SPFD on Wednesday. Changes were made to Section 4, technical edits by staff and changes to the joint use agreement.

**Motion No. 9:** Ted McGregor moved to approve the interlocal cooperation agreement for development of the Sportsplex.

Bob Anderson seconded.
Motion carried with unanimous consent (9-0 vote).

F. The next scheduled meeting is 8:05 a.m. Feb. 11, 2019, in the City Council Briefing Center.

**Finance Committee:** Jan. 8, 2019, *Chris Wright*
A. **Procurement policy resolution and amendment** – *Chris Wright* presented an overview of the proposed procurement policy resolution and amendment. He explained the intent of this policy is to bring the Parks Division policy in alignment with the City’s purchasing policy. The policy was also updated to include specific language for compliance with federal funding requirements and to align with Washington state RCW codes. Mr. Wright emphasized the adoption of this policy will not affect the Park Board’s purchase threshold or signing authority.

**Motion No. 10:** Chris Wright moved to approve the procurement policy resolution and amendment as presented.

Bob Anderson seconded.
Motion carried with unanimous consent (9-0 vote).

B. The next regularly scheduled meeting is 3 p.m. Feb. 12, 2019, City Conference Room Lobby - Tribal, first floor City Hall

**Bylaws Committee:** *Jennifer Ogden*
A. **Park Board Bylaws amendment/final reading** – *Jennifer Ogden* presented the proposed amended Park Board Bylaws. Two minor changes have been made since the first reading last month. These edits include: 1) correction of a typo in the Park Board Duties and Responsibilities form; and 2) Section 16.7 – omission of the “or special” from the section in order to remain compliant with the Open Public Meeting Act. This section stipulates any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee whether or not designated as an action item on the advance notice. Ms. Ogden explained this is not the case with special or non-standing committee meetings, such as the Joint Arts Committee, which does not meeting regularly. In order to remain compliant with OPMA and still maintain flexibility to be able to vote on an item noted as a discussion item, it was agreed action items and discussion items on special meeting advance notices will be noted as action/discussion items on the agenda.

**Motion No. 11:** Jennifer Ogden moved to approve the amended Park Board Bylaws as presented.

Sally Lodato seconded
Motion carried with unanimous consent (9-0 vote).
9. **Reports:**
Park Board President: Nick Sumner reiterated his appreciation to Chris Wright for his guidance and for the depth of knowledge he has provided to the board. Mr. Sumner also presented Leroy Eadie with his city of Spokane 25-year service pen. Mr. Eadie was recognized for his work and dedication.

**Liaison reports:**
1. Conservation Futures Liaison – No report given.
2. Parks Foundation Liaison – No report given.

**Director’s report:** Leroy Eadie
1. Leroy Eadie commended Jonathan Moog and his staff at Riverfront Park for having a phenomenal November and December in terms of revenue and visitor numbers.

10. **Executive Session:**
A. None

11. **Correspondence:**
A. Letters/emails: None
B. Newsletters: None

12. **Public Comments:** None

13. **Adjournment:** The meeting was adjourned at 5:08 p.m.

14. **Meeting Dates:**
A. Next Committee meeting dates:
   Urban Forestry Committee: 4:15 p.m. Feb. 5, 2019, Woodland Center, Finch Arboretum
   Land Committee: 3 p.m. Feb. 6, 2019, Manito Park meeting room, Manito Park
   Recreation Committee: 5 p.m. Feb. 7, 2019, Park Operations Complex, 2304 E. Mallon
   Riverfront Park Committee: 8:05 a.m. Feb. 11, 2019, City Council Briefing Center
   Golf Committee: 8 a.m. Feb. 12, 2019, Finch Arboretum Woodland Center
   Finance Committee: 3 p.m. Feb. 12, 2019, City Conference Room Lobby - Tribal, first floor City Hall
B. Next Park Board: 3:30 p.m. Feb. 14, 2019, City Council Chambers
C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: 
Leroy Eadie, Director of Parks and Recreation
### Spokane Park Board
February 2018 – February 2019

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*PF = Spokane Parks Foundation  
CF = Conservation Futures*
# CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
## JANUARY 2019 EXPENDITURE CLAIMS
### FOR PARK BOARD APPROVAL - FEBRUARY 14, 2019

**PARKS & RECREATION:**
- SALARIES & WAGES: $749,680.15
- MAINTENANCE & OPERATIONS: $106,814.06
- CAPITAL OUTLAY: $370,239.42
- PARK CUMULATIVE RESERVE FUND: $5,625.38

**RFP BOND 2015 IMPROVEMENTS:**
- CAPITAL OUTLAY: $2,086,211.33

**GOLF:**
- SALARIES & WAGES: $72,110.01
- MAINTENANCE & OPERATIONS: $83,029.29
- CAPITAL OUTLAY: $9,258.36

**TOTAL EXPENDITURES:** $3,482,968.00
THIS AGREEMENT (“Agreement”) is entered into this ____ day of ________, 2019, by and between “Title Sponsor”, a Washington corporation (““Title Sponsor”” or “Advertiser”) and the CITY OF SPOKANE - PARKS & RECREATION, a Washington municipal corporation (“Parks), (collectively “Parties”).

WHEREAS, Parks owns and operates the “Title Sponsor” Skate Ribbon & SkyRide facility (“Facility”), and

WHEREAS, Parks, as owner of the Facility, has the exclusive authority to grant and control marketing, advertising, signage, naming rights, and sponsorship rights in the Facility, and

WHEREAS, Pursuant to the terms of the Riverfront Park Facility Title Sponsorship and Promotional Sales Consulting Agreement originally dated November 3, 2017, Brett Sports & Entertainment (“BS&E”) has assisted Parks in the process of marketing the title sponsorship opportunity and negotiating this agreement, and

WHEREAS, “Title Sponsor” desires to become the title sponsor of the Facility, with rights as set forth in Exhibit A, attached hereto and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the commitments made and benefits to be received in this Agreement, the Parties agree:

AGREEMENT

1. **Sponsorship Signage Rights.**

Parks hereby grants to “Title Sponsor” certain sponsorship and signage rights for the Skate Ribbon & SkyRide as detailed in Exhibit A of this Agreement. Parks and “Title Sponsor” agree to the terms, conditions, and other mutual obligations regarding the sponsorship rights under this Agreement.

a. **Rights in the “Title Sponsor” Skate Ribbon & SkyRide.**

   i. **Rights:** The parties agree that “Title Sponsor” is purchasing exclusive sponsorship and signage rights to the Skate Ribbon & SkyRide, which will be known as the ““Title Sponsor” Skate Ribbon & SkyRide”, as detailed in Exhibit A.

   ii. **System Rights.** “Title Sponsor” acknowledges that Parks may sell, subject to Paragraph 5 below, any remaining Facility advertising rights to other advertisers. The advertising rights purchased hereunder shall include the incorporation of “Title Sponsor’s” name in accordance with Exhibit A. Display of the “Title Sponsor’s” identity may be limited during specially scheduled international and national events as determined appropriate by Parks. Parks will provide “Title Sponsor” notice of any such events. Parks shall have the right to approve all initial and replacement advertising prior to installation, which approval shall not be unreasonably withheld.
2. **Sponsorship Fee Payment.**

   a. “Title Sponsor” shall pay to Parks an annual sponsorship fee of $90,000.00 in 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028. An additional annual payment of $10,000.00 shall be payable to Parks for each year stated above in which the Title Sponsor Parkway described in Exhibit A exists for at least six (6) months of such year. The initial annual fee is payable upon signature. Subsequent annual fees shall be paid on or before January 30 of each year of this agreement. The fee amount includes a one-time allowance for the Skate Ribbon and SKYRIDE initial signage design and cost of production. This initial design and cost of production/installation shall be capped at $35,000. “Title Sponsor” may deduct the sign allocation cost of up to $35,000 from the 2019 sponsorship fee should they choose to procure and install facility signage at “Title Sponsor” expense. “Title Sponsor” shall be responsible for any initial signage costs above $35,000. “Title Sponsor” shall have prior approval on signage design and cost of production/installation.

   b. “Title Sponsor” may extend the Initial Term an additional ten (10) years at a cost not to exceed $90,000.00 per year with no parkway designation or $100,000.00 with parkway designation for ten years; plus a maximum annual increase of up to twenty (20) percent based on market value inflation of sponsorship package. Valuation data to be provided by City of Spokane Parks & Recreation.

   c. Parks shall send an invoice to “Title Sponsor” at least thirty (30) days prior to each payment due date. Payment from “Title Sponsor” shall be remitted to Parks at 808 W Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201.

   d. In the event any payment due from the “Title Sponsor” is not received by Parks when due, Parks in its discretion may assess a late payment penalty charge equal to one and one half percent (1 ½ %) per month, but in no event to exceed that permitted by applicable law, which will be charged on any amount more than ten (10) days past due. Neither the existence of this provision, nor the acceptance by Parks of a late payment, prejudices Parks’ rights contained in other portions of this Agreement.

3. **Term.**

   a. “Title Sponsor” shall have the sponsorship and signage rights, as provided in Paragraphs 1 and 5, for a term of ten (10) years beginning date of signature in 2019 and ending March 31, 2029 (the “Initial Term”). “Title Sponsor” and Parks shall use their best efforts to have signage elements in place during the summer of 2019.

   b. “Title Sponsor” is granted the right to extend this Agreement for an additional ten (10) years beyond the Initial Term. Fees for this extension are set forth in paragraph 2(b). To exercise the right to extend this Agreement, “Title Sponsor” shall notify BS&E and Parks in writing at least nine (9) months prior to the expiration of the Initial Term, or by May 31, 2028, if “Title Sponsor” desires to exercise this option. If the extension option is not exercised, the contract will expire at the end of the Initial Term and elements identified in Exhibit A shall revert to Parks.
4. **Alterations.**

   a. Parks is responsible for the operation of the Facility Signage System (“System”). Parks shall have the right to alter the System at any time without “Title Sponsor’s” consent, provided such alterations do not materially obscure or reduce “Title Sponsor’s” advertising panels. If such alteration is made, Parks will notify “Title Sponsor” and Parks shall be responsible for the construction and installation of replacement advertising at its own expense.

   b. The cost of any changes requested by “Title Sponsor” (or any company that it merges with or is acquired by), including but not limited to a change in name or logo, shall be the responsibility of “Title Sponsor”. “Title Sponsor” will be responsible for all costs of replacing any and all signage and collateral materials that contain the sponsor’s name. Any and all changes are subject to advance written approval from Parks, which approval shall not be unreasonably withheld.

5. **Exclusivity.** “Title Sponsor” shall be the only bank, thrift, credit union, finance company, financial services company (other than insurance companies who do not own a bank, mortgage company or finance company) or mortgage company with advertising rights in the Facility, so long as federal or state law or regulation does not prohibit such exclusivity rights.

6. **Maintenance.** Parks shall provide reasonable and customary maintenance of the Facility, for the term of this Agreement.

7. **Taxes.** “Title Sponsor” shall be responsible for reporting and payment of any excise, sales, use, or other taxes owing to any state or local taxing authority with respect to the sponsorship fees paid to the Parks.

8. **Risk of Loss, Limitation of Warranties and Exclusion of Consequential Damages.**

   a. Parks shall assume the risk of casualty, loss, or damage to the signage described herein, and shall secure and maintain at its own expense insurance covering such risks, as Parks deems appropriate.

   b. “Title Sponsor” acknowledges that there are no express or implied warranties other than those contained in this Agreement, and that Parks and BS&E make no other warranties, express or implied. “Title Sponsor” shall not be entitled to loss of profits, destruction of business, or any other damages including, but not limited to, any direct, indirect, special, incidental, or consequential damages arising out of the exercise of its rights under this Agreement.

   c. “Title Sponsor” acknowledges that, except as set forth in Paragraph 10, the financial liability of Parks and BS&E is limited to the amount of the annual advertising payment as stated in Paragraph 2 (a).

9. **Advertising Indemnification.** “Title Sponsor” shall indemnify and hold harmless Parks and BS&E from and against all liability, costs, damages, and expenses of any kind or nature resulting from
the content of “Title Sponsor’s” advertising. “Title Sponsor” shall maintain a policy of commercial
general liability insurance in an amount of at least $1,000,000 to include coverage for personal injury
and advertising liability. Advertiser shall provide to Parks Certificates of Insurance to that effect and
maintain Parks and City of Spokane and BS&E as additional insured on all policies. “Title Sponsor” shall
provide to Parks a certificate confirming the existence of such insurance coverage.

10. Indemnification of “Title Sponsor”. Parks shall indemnify, defend and hold harmless
“Title Sponsor”, its directors, officers, employees and agents from and against any and all claims,
damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) resulting from, or
arising out of, or in connection with any loss, injury or damage to the Facility and any bodily injury,
death and property damage occurring on or about the Facility. This indemnification shall survive the
termination of this Agreement and the financial liability limitation of Parks set forth in Section 8(c) shall
not apply to this provision.

11. Events of Default.

a. The occurrence of any of the following events shall constitute an event of default under
this Agreement:

i. the failure of “Title Sponsor” to pay the full amount of any payment due under
this Agreement within forty-five (45) days of the due date;

ii. the failure of Parks or “Title Sponsor” to perform in any material respect any other
material obligation herein, if that failure continues for thirty (30) days without remedy after
written notice from the non-defaulting party.

b. In the case of any event of default, the non-defaulting party shall have all remedies
available to it under law, including, but not limited to, the right to terminate this Agreement. In the case
of default or breach of this Agreement by “Title Sponsor”, Parks shall be entitled to remove any “Title
Sponsor” sponsorship, advertising materials, or fixtures, which Parks deems necessary, at “Title
Sponsor’s” expense.

12. Assignment.

a. Parks may assign all or any portion of its rights under this Agreement without prior notice
to or consent of “Title Sponsor”.

b. The rights of “Title Sponsor” hereunder may not be assigned or transferred in whole or in
part to another party without the prior written consent of Parks, which consent shall not be
unreasonably withheld. Parks reserves the right to withhold consent to the extent any transfer or
assignment would impair or conflict with exclusive advertising rights which Parks has granted to any
other sponsor or advertiser.

13. Force Majeure. Parks shall not be responsible for events beyond their reasonable control,
such as acts of God, weather delays, or government restrictions. The occurrence of such events,
however, shall not relieve “Title Sponsor” of its payment obligations hereunder.
14. **Entire Agreement.** This Agreement contains the Entire Agreement between Parks and “Title Sponsor” with respect to the transactions and activities contemplated herein. No party shall be bound by or deemed to have made any agreement, representation, or warranty except as set forth in this Agreement. This Agreement supersedes any prior written or oral agreement of the Parties and shall be considered the sole Agreement between the Parties. This Agreement is intended by the Parties to be the final expression of their agreement as to advertising and sponsorship by “Title Sponsor” and is a complete and exclusive statement of the terms thereof. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties.

15. **Compliance with Laws.** During the performance of this Agreement, “Title Sponsor” and Parks shall comply with all applicable federal, state, and local laws and regulations relevant to this Agreement.

16. **Relationship of the Parties.** The Parties shall not be liable for any acts/omissions of the other Party. Neither execution of this Agreement nor performance by the Parties under this Agreement shall create any partnership, joint venture or agency relationship between the Parties. “Title Sponsor” shall not represent that it is an employee or agent of Parks.

17. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the state of Washington. Venue for any action shall be Spokane County, Washington.

18. **Prevailing Party Legal Expense.** In any action to enforce or interpret this Agreement, the prevailing party shall be entitled as part of any judgment to recover its reasonable litigation costs including attorney fees.

19. **Notices.** Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given upon receipt, if hand delivered, or four (4) days after mailing sent by United States registered or certified mail, return receipt requested, postage fully prepaid, to the addressees set forth below or to such other person or address as either party may designate by written notice to the other party as provided herein:

   Notice to Parks: City of Spokane - Parks & Recreation  
   808 W Spokane Falls Blvd  
   Spokane, Washington 99201  
   Attention: Director of Parks and Recreation

   Notice to “Title Sponsor”: “Title Sponsor”

20. **Amendment and Waiver.** This Agreement may not be amended, modified, or discharged except by an instrument in writing, signed by all parties, referring to this Agreement. No breach of any provision of this Agreement may be waived unless in writing. Waiver of any breach of any provision of
this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

The failure of any party to enforce any of the terms, covenants and agreements herein, or to exercise any right conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right or obligation, with the same remaining in full force and effect.

21. **Severability.** If any one or more provisions of this Agreement shall for any reason be invalid, unenforceable, or prohibited by law, such invalidity, enforceability, or prohibitions shall not affect the validity of enforceability of any of the remaining provisions, conditions, and terms of this Agreement, and the provision shall be reformed to the extent possible to give maximum effect to the parties’ intent in entering into this Agreement.

EXECUTED this _____ day of _____________, 2019.

“**Title Sponsor”**: 

“Title Sponsor”

By: ____________________________

Title:___________________________

Date: _________________

“**Title Sponsor”**: 

By: ____________________________

Title:___________________________

Date: _________________

PARKS:

CITY OF SPOKANE - PARKS & RECREATION

By: ____________________________

Title:___________________________

Date: _________________

Approved as to form:

______________________________________
EXHIBIT A

“Title Sponsor”
SPONSORSHIP AGREEMENT
SKATE RIBBON & SKYRIDE

“Title Sponsor” WILL HAVE THE FOLLOWING ADVERTISING RIGHTS AS TITLE SPONSOR OF THE “Title Sponsor” SKATE RIBBON AND SKYRIDE:

OFFICIAL NAME
The official name of the facility will become “Title Sponsor” SKATE RIBBON & SKYRIDE
(Actual naming of sponsored area open for discussion)

ICE RIBBON SIGNAGE
1. Architectural Signage on south side of Skate Ribbon building facing Spokane Falls Blvd with appropriate lighting
2. Signage near East Entrance of Ice Ribbon entrance with appropriate lighting
3. Full-wrap Branding on Ice Ribbon Olympia Ice Machine
4. Exclusive sponsor in-ice signage on Ice Ribbon
5. Branding signage inside Skate Ribbon Building (Café & Skate Rental Area)
6. “Title Sponsor” brand colored gels when lighting system is used or installed on the ice ribbon.

SKYRIDE SIGNAGE
1. Signage above entrance to “Title Sponsor” SkyRide Cable Wheel House
2. Exclusive Sponsorship Branding on each “Title Sponsor” SkyRide Gondola

INTERNAL SIGNAGE
1. Signage inside the “Title Sponsor” Skate Ribbon SkyRide & Café Building. Sign to be located on large interior soffit located in middle of interior directly opposite of main entrance.

WAY-FINDING
1. The “Title Sponsor” Skate Ribbon & SKYRIDE will appear in Riverfront Park Way-finding system throughout Riverfront Spokane in the same way as other attractions such as the Carousel and Pavilion are portrayed.

OTHER ELEMENTS
1. Name recognition in event coverage generated by the Parks Department (Print/Radio/TV/Web/Social Media)
2. Logo recognition with hyperlink on Skate Ribbon & SkyRide Web page on Spokane Parks Department Website
3. Naming rights recognition and logo in annual marketing campaign produced by Riverfront Park
4. Naming rights recognition and logo in Riverfront Park printed and digital materials (i.e.- Annual Posters & Activity Guides)
**TITLE SPONSOR PARKWAY**

Parkway designation and naming is subject to City Approval and contingent on established process and community outreach. Parks and “Title Sponsor” agree to engage on feasibility of items below in calendar year 2020.

1. The section of Post Street proposed for Parkway designation is between Spokane Falls Blvd and the south end of the Post Street Bridge.
2. ““Title Sponsor” PARKWAY” is the proposed name for the section that is designated as a Parkway described above.
3. This includes official Parkway Signs
4. Official Address of “Title Sponsor” Skate Ribbon & SkyRide will be “Spokane Falls Blvd and “Title Sponsor” Parkway”

**EVENTS**

1. Christmas Tree Lighting Ceremony Presented by “Title Sponsor” with the likely date being the Saturday after Thanksgiving (date to be determined by October 1st of each year of this agreement). Through a robust dedicated marketing campaign, Parks will continue to position the Tree Lighting Ceremony as Spokane’s signature tree lighting event. This annual tradition is well supported and heavily activated by local organizations providing a unique and entertaining arts and cultural experience for the Spokane community.
2. “Title Sponsor” has the opportunity to develop two (2) additional annual events – one winter and one summer - at the “Title Sponsor” Skate Ribbon and SkyRide during each year of this agreement. The costs and details of these promotions to be mutually agreed upon and finalized four months prior to the event date in each year of this agreement.

**TITLE SPONSOR BENEFITS**

1. Exclusive financial services company as described in Paragraph 5 of the Agreement) title sponsor within the Skate Ribbon and SkyRide area of Riverfront.
2. First right of refusal to provide an ATM on the Skate Ribbon and SkyRide premises. All proposals will be provided to “Title Sponsor” in writing and “Title Sponsor” shall have 30 days to respond.
3. Quick communication by City staff of crisis communication planning and collaboration with “Title Sponsor” on implementation of crisis plan.
4. Exclusive skating session for “Title Sponsor” employees & guests once each year. This annual event will accommodate 300 attendees including a catered buffet, access to ice ribbon and skate rentals.
5. 100 Skate Ribbon Passes good for one session each to be used during each Skate Ribbon season. (may be given to area non-profit organizations). “Title Sponsor” has the option to purchase more passes at the current group rate.
6. 100 SkyRide Passes good for one ride each to be used during each SkyRide season (may be given to area non-profit organizations). “Title Sponsor” has the option to purchase more passes at the current group rate.
7. “Title Sponsor” employees can purchase individual admission tickets for both the “Title Sponsor” Skate Ribbon and SkyRide at the current group rate.
8. “Title Sponsor” will have the right to use the Party Room at the “Title Sponsor” Skate Ribbon & SkyRide for corporate meetings twice annually during each year of this agreement.

9. As Title Sponsor of “Title Sponsor” Skate Ribbon and SkyRide, “Title Sponsor” will receive four (4) tickets to each paid event in the Pavilion concert series.

**TITLE SPONSOR NET ANNUAL INVESTMENT**

“Title Sponsor” annual investment shall be $90,000 annually for ten (10) years. This fee amount includes one-time allowance for the “Title Sponsor” Skate Ribbon and SkyRide initial signage design and cost of production. This initial design and cost of production/installation shall be capped at $35,000. “Title Sponsor” shall be responsible for any initial signage costs above this amount.

In the event that the “Title Sponsor” Parkway is executed, the net investment shall increase to $100,000 annually beginning with the year in which the Parkway is established and is in existence for at six (6) months or more.

“Title Sponsor” shall have prior approval on all interior, exterior, wrapping and ice signage design and cost of production/installation. “Title Sponsor” shall also have prior approval of all name and logo usage including, but not limited to, marketing materials, campaign elements, and website.

“Title Sponsor” shall have the sponsorship and signage rights, as provided above for a term of ten (10) years beginning with date of signature and ending March 31, 2029.
Amendment No. 2 to Avista Contract No. R-39850

between
Avista Corporation (“Avista”)
The City of Spokane (“City”)

and

The City of Spokane, Parks and Recreation Department (“Parks and Recreation”)

This Amendment to the General Services Agreement identified by the above Avista Contract Number (the “Agreement”) between Avista, the City and the Parks and Recreation Department (collectively, the “Parties”) will be effective when signed by all “Parties”. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the Agreement, the provisions of this Amendment will govern, and the contradicted, superseded or inconsistent provisions will be amended accordingly.

BACKGROUND

A. The City and Avista wish to update the Pricing Schedule incorporated into the Agreement as Exhibit C.

B. The City and Avista have entered into a Lease Agreement (the “Lease”) through which the City will lease, for a period of 24 months, approximately 6,218 square feet of warehouse space in Avista’s Post Street Annex, located at 331 N. Post Street in Spokane, WA.

C. As compensation for the lease, the City is in Agreement to provide additional services, in the total amount of $65,820.00, pursuant to the above-reference Agreement; provided, however, that the total amount specified herein shall be updated to reflect the City’s actual rental obligation under the Lease in the event that the City terminates the Lease prior to the 24 month term.

Therefore, in consideration of mutual benefits, the adequacy of which is hereby acknowledged, the Agreement is hereby amended as follows:

1. Amendment to Pricing Schedule. In accordance with Section 3.3 of the Agreement, as amended by Amendment #1, the Pricing Schedule incorporated into the Agreement as Exhibit C – First Revision is replaced by the attached 2019 Pricing Schedule incorporated into the Agreement as “Exhibit C – Second Revision”.

2. Section 2 of the Agreement is hereby deleted in its entirety, and replaced with the following:

   **Section 2 Term.** This Agreement will be effective from January 1, 2015, through December 31, 2024 (the “Initial Term”). Subsequent to the Initial Term, the Parties shall execute a new agreement to address the “General Grounds and Facilities Operating Maintenance services for Huntington Park (the “Services”), if the Parties agree that the Parks and Recreation Department will continue to provide such Services.

3. Section 3 of the Agreement is hereby deleted in its entirety, and replaced with the following:

   **Section 3 Compensation**

   3.1 The compensation applicable under the Agreement shall be calculated in accordance with the revised Pricing Schedule incorporated into the Agreement, as amended from time to time, as “Exhibit C.”

   3.2 Compensation under the Agreement shall be as follows:

   3.2.2 January 1, 2019 – December 31, 2019. For the period January 1, 2019 to December 31, 2019, the City will pay invoices submitted by the Parks and Recreation Department for the Services Applicable under this Agreement, as originally provided for in Amendment No, 1 to the Agreement. Avista will be responsible
for payment for Services requested by Avista outside the Scope of Work identified in Exhibit A, as amended from time to time, including, without limitation, requests to open the Park before April 1st or keep the Park open after November 1st, additional landscaping, costs of maintenance or repairs required as a result of extraordinary vandalism, graffiti, etc.

3.2.2 January 1, 2020 – December 31, 2024: Beginning January 1, 2020, the Parks and Recreation Department will provide a semi-annual accounting of costs expended performing mutually-acceptable grounds and maintenance services at the Park, which costs shall, upon acceptance by Avista, be credited against the total rental obligation under the Lease until such time as the total rental obligation under the Lease has been satisfied in full.

3.2.3 At such time as the Parks and Recreation Department has satisfied the total rental obligation under the Lease, in full, the Parks and Recreation Department shall invoice Avista for Services provided under this Agreement; provided, that Avista shall have the right to terminate this Agreement upon 30 days written notice to the Parks and Recreation Department.

3.3 The Parties shall review the Pricing Schedule, annually. Upon the mutual written agreement of the Parties, revised Pricing Schedules will be incorporated into this Agreement by this reference. Compensation for Work furnished under Change Orders will be payable as agreed to by the Parties under the same.

3.4 The Parks and Recreation Department shall be responsible, at its sole expense, for the costs of maintenance and/or repairs required as a result of the negligent acts or omissions of the Parks and Recreation Department.

Except as set forth in this Amendment, all other terms of the Agreement remain in effect.

Avista Corporation

(Signature)

(Printed Name)

(Title)

(Date)

The City of Spokane

(Signature)

(Printed Name)

(Title)

(Date)

The City of Spokane, Parks and Recreation Department

(Signature)

(Printed Name)

(Title)

(Date)
## Huntington Park Labor (April 1 through October 31, 2019 Projection)

<table>
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<tr>
<th>Title</th>
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### Estimated Supply Costs
- Operating Supplies: $2,100.00
- Minor Equipment: $1,600.00
- Repairs/Maintenance: $4,000.00
Multi-Tenant Lease
Post Street Annex

THIS MULTI-TENANT LEASE ("Lease") dated, for reference purposes only, February 1, 2019, is made by and between Avista Corporation, a Washington corporation, as “Landlord,” and the City of Spokane and the City of Spokane, Parks and Recreation Department, as “Tenant”. Landlord and Tenant agree as follows:

1. **Basic Lease Terms:** This section contains a summary of the Basic Lease Terms of this Lease. Other sections, paragraphs, and exhibits of the Lease referred to in this paragraph explain and define the Basic Lease Terms in greater detail, and are to be read in conjunction with the Basic Lease Terms.

   a. Building: Post Street Annex
      Address: 331 N. Post Street
      Spokane, WA 99201
   b. Premises: Suite C (See Exhibit “A”)
   c. Term:
      i. Commencement Date: February 1, 2019
      ii. Expiration Date: January 31, 2021
      iii. Square Feet: Approx. 6,218 Rentable Square Feet
      iv. Number of Months: 24 consecutive months, unless sooner terminated pursuant to Section 3.
      v. Rent Commencement Date: February 1, 2019
   d. Base Rent: See Exhibit “D”
   e. Security Deposit: Not Required
   f. Use: Tenant’s use of Premises: See Exhibit “E”
   g. Brokerage Commissions:
      Lessor: Brokerage Firm: N/A Commission paid by: N/A
      Lessee: Brokerage Firm: N/A Commission paid by: N/A
   h. Notice Addresses:
      Landlord: Avista Corporation
      Attn: Real Estate Department
      1411 E. Mission Ave., MSC-25
      Spokane, WA 99202
      Tenant: City of Spokane
      Attn: ____________________________
      __________________________________
      __________________________________
The foregoing Basic Lease Terms are a part of the Lease. Each reference in this Lease to any of the Basic Lease Terms shall mean the respective information set forth above and shall be construed to incorporate all of the terms provided under the particular Lease section, paragraph and exhibit pertaining to such information. In the event of any conflict between the Basic Lease Terms and the Lease, the Basic Lease Terms shall control.

2. PREMISES. Landlord agrees to lease to Tenant the premises described in paragraph 1.b. and depicted in Exhibit “A,” consisting of approximately the number of square feet designated in paragraph 1.c.iii (the “Premises”). The Premises are a portion of the building designated in paragraph 1.a. (the “Building”). The Building is located on the real property described in Exhibit “B” (the “Property”). As used herein, the term “Building” includes all buildings, facilities and other areas located on the Property, including parking areas.

3. TERM: The term of this Lease shall commence on the date specified in paragraph 1.c.i. (the “Commencement Date”) and shall expire on the date specified in paragraph 1.c.ii. (the “Expiration Date”) unless sooner terminated or extended as provided herein (the “Lease Term”). Notwithstanding the foregoing, Tenant reserves the right to terminate this Lease on 60 days written notice to Landlord.

4. POSSESSION:

a. Delay in Possession. If for any reason the Landlord cannot deliver possession of the Premises to the Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in such case, Tenant shall not be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease, except as may be otherwise provided in this Lease, until possession of the Premises is tendered to Tenant; provided, however, that if Landlord fails to deliver possession on or before 60 days from the Commencement Date and such failure to deliver is not a result of delay caused by Tenant, Tenant may cancel this Lease within 10-days by providing Landlord written notice, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Tenant is not received by Landlord within said 10-day period, Tenant’s right to cancel this Lease shall terminate and be of no force or effect.

b. Early Possession. If Landlord permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy (i) shall be subject to all the provisions of this Lease, including the obligation to pay Base Rent; and (ii) shall not advance the Expiration Date of this Lease.

5. RENT: Rent shall be payable as provided in Exhibit “D” hereto.

6. SECURITY DEPOSIT: Not Required.

7. USE:

a. Tenant shall use the Premises for the purposes specified in Exhibit E, and for no other purpose.

b. Tenant shall use the Premises in accordance with this Lease, and any requirements of any fire insurance underwriters or rating bureaus, now in effect or which come into effect during the Lease Term, whether or not they reflect a change in policy from the policy existing on the Commencement Date. Tenant shall not use or permit the use of the Premises, or bring or keep anything in the Premises which may in any way increase the premium or otherwise affect Landlord’s fire or other insurance policy covering the Building.

c. Tenant shall not use or permit the use of the Premises or Common Areas, as defined herein, in any manner that may tend to create waste or a nuisance or interfere with the rights of other tenants or occupants of the Building.

d. Tenant shall not place upon or install in windows or exterior doors or walls of the Premises, any signs, symbols, drapes, or other materials without obtaining the written consent of Landlord.

e. Landlord gives Tenant and its employees and invitees, during the Lease Term, a nonexclusive right to the reasonable use and enjoyment of the Common Areas (as defined in Section 11.d), subject to the rights reserved by Landlord under this Lease.

f. Tenant shall not use the Premises for residential/living purposes.

g. Tenant shall not bring, maintain, or keep animals or pets on the Premises without Landlord’s prior consent; provided, however, that this shall not prevent Tenant from bringing a qualified service animal on the premises for medical purposes specified in Exhibit E, and for no other purpose.

h. Tenant expressly acknowledges that Landlord provides the Premises in “as-is” condition. Landlord has not made any representations or warranties as to the present or future suitability of the Premises for the conduct of Tenant’s business. Landlord makes no representation or warranty, express or
implied, as to the commercial suitability, physical condition, layout, square footage, cost of operations or any other matter related to the Premises, including whether the Premises is suitable or fit for the permitted use. Tenant shall perform its own due diligence to determine whether the Premises is suitable for its intended use.

8. MAINTENANCE, REPAIR AND COMMON AREA SERVICES:

a. Except as provided herein, Tenant shall, at its expense, clean, maintain, and keep in good repair throughout the term of this Lease the entire Premises and appurtenances, including, without limitation, interior walls, interior surfaces of exterior walls, ceilings, windows, doors, skylights, and trade fixtures located within the Premises.

b. Landlord shall keep in good condition and repair the structural portions of the Building, unless maintenance and repairs are caused in part or in whole by the act, neglect, fault, or omission of the Tenant, its agents, employees, or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Except as specifically provided in an exhibit, if any, to this Lease, Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Premises or any part thereof. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

c. Landlord shall maintain Common Areas in good condition at all times. Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use, and operation of the Common Areas; and to make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking, parking area, or the direction of the flow of traffic.

d. “Common Areas,” as defined in this Lease, mean all areas and facilities outside of the Premises and within the exterior boundary line of the Building that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Building and their respective employees, customers, and invitees, including, without limitation;

i. the interior spaces in the Building which are not normally considered rentable area, including, corridors, public restrooms, stairwells, foyers, elevators, mechanical rooms, etc.; and

ii. the Property, pedestrian walkways and patios, landscaped areas, sidewalks, loading areas, parking areas, and roads located on the Property;

e. Landlord shall plow the driveway on the Property when required by winter weather conditions; provided, however, that Landlord shall not be liable for any damage to property of Tenant arising from Tenant’s use of the driveway or the condition thereof.

f. Except as specifically provided elsewhere herein, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant’s business arising from the performance of repairs or the maintenance or management to any portion of the Building, the Premises, the Property, or to fixtures, appurtenances, and equipment therein.

9. UTILITIES AND FIRE SUPPRESSION:

a. Utilities for gas, electricity and water shall be provided at no additional expense to Tenant; provided, that Landlord may charge Tenant a reasonable fee to reflect unusual or excessive utility costs beyond those of typical commercial uses. Tenant shall, at its sole expense, obtain other services as Tenant may desire.

b. Tenant shall be responsible for any fire suppression that may be required or desired in connection with authorized uses of the Premises.

10. ALTERATIONS AND ADDITIONS BY TENANT: After obtaining the prior written consent of Landlord, which shall not be unreasonably withheld, Tenant may make, at its sole expense, non-structural improvements or alterations to the Premises which it may deem necessary or desirable. Any repairs or new construction by Tenant shall be done in conformity with plans and specifications approved by Landlord. All work performed shall be done in a workmanlike manner, by professional contractors and shall become the property of the Landlord. Landlord may require Tenant to remove any improvements or alterations at the expiration of the Lease Term and return the Premises to its condition on the Commencement Date at Tenant’s sole cost and expense.

11. LIENS: Tenant shall keep the Premises, Building, and Property free from any liens arising out of any work performed, materials furnished, or obligation incurred by Tenant.
12. INSURANCE:

a. Tenant may not do or permit to be done any act or thing upon the Premises, Building, or Property, that will invalidate or conflict with any of Landlord’s insurance policies covering the Building and fixtures and personal property therein, or which would increase the premiums for any insurance policy applicable to the Property to an amount higher than it otherwise would be. If, as a result of any act or omission by Tenant or violation of this Lease, the premium for any insurance policy applicable to the Building is increased to an amount higher than it otherwise would be, Tenant shall reimburse Landlord for that increase. Premium increase reimbursements are Additional Rent payable within 5 days after demand therefor by Landlord, which demand shall be accompanied by written evidence of the basis for the premium increase from Landlord’s insurer.

b. Tenant shall, at its sole cost and expense, include in its property insurance policies appropriate clauses pursuant to which the insurance companies shall:

i. waive all right of subrogation against Landlord and any tenant of space in the Property with respect to losses payable under such policies; and

ii. agree that such policies will not be invalidated if, prior to a loss, the insured waives, in writing, any or all right of recovery against any party for losses covered by such policies.

c. Notwithstanding any other provision of this Lease to the contrary, provided that Tenant’s right of full recovery under its fire insurance policy is not adversely affected or prejudiced thereby, Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord, its members, partners, directors, servants, agents and employees, and against every other tenant at the Building who has executed a waiver similar to the waiver set forth in this section for loss or damage to Tenant’s furniture, furnishings, fixtures and other property removable by Tenant, or to Tenant improvements, to the extent the same is required to be covered by Tenant’s insurance under this Lease, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its servants, agents or employees, or such other tenant and the servants, agents or employees thereof.

d. Tenant agrees to procure on or before the Commencement Date and maintain throughout the Lease Term, at Tenant’s sole cost and expense, the following insurance coverages naming (i) Landlord;

(ii) Avista Corporation, its officers and agents; and

(iii) Tenant as insured parties:

i. A comprehensive general liability policy (“Liability Policy”), including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor’s coverage and personal injury coverage of not less than $1,000,000 per occurrence and an aggregate limit of not less than $2,000,000 for bodily or personal injury (including death) and property damage, protecting Landlord, its agents, and Tenant against any liability whatsoever occasioned by any occurrence on or about the Premises or any appurtenances thereto; and

ii. A fire and other casualty policy (“Fire Policy”) insuring the full replacement value of Tenant improvements in the Premises and all of the furniture, trade fixtures, and other personal property of Tenant located in the Premises, equal to the value of Tenant improvements in the Premises, and all of the furniture, trade fixtures and other personal property of Tenant located in the Premises, against loss or damage by fire, theft and such other risks or hazards as are insurable under present and future forms of “All Risk” insurance policies.

All policies shall contain cross-liability endorsements, and shall provide that they are primary and noncontributing with any insurance in force or on behalf of Landlord. The deductible amount relating to any such policies shall not exceed five thousand dollars ($5,000.00). Upon execution of this Lease, Tenant shall provide Landlord with a certificate of such insurance, and shall further provide Landlord with a new or amended certificate in the event of any change to that insurance. These policies shall be issued by good and solvent insurance companies licensed to do business in the State of Washington and which are reasonably satisfactory to Landlord. All such policies shall contain endorsements requiring thirty (30) days written notice to Landlord prior to any cancellation or any reduction in amount of the coverage. Tenant will, within 10 days after a request from Landlord, furnish Landlord with such additional information as Landlord may reasonably request from time to time as to the value of Tenant improvements in the Premises and all of the furniture, trade fixtures, and other personal property of Tenant located in the Premises. Alternatively, Tenant may self-insure for all of its insurance obligations hereunder.

e. Landlord agrees to maintain insurance covering the Building and Property. Such insurance shall be for the sole benefit of Landlord and under its sole control.
13. INDEMNIFICATION AND EXEMPTION OF LANDLORD FROM LIABILITY:

a. Tenant shall indemnify, defend and hold harmless Landlord and Landlord’s members, partners, directors, agents, employees, contractors and invitees from and against any and all claims, costs, demands, actions, judgments, and other liabilities, including reasonable attorney’s fees, for damage or injury (1) arising from Tenant’s use of the Premises; (2) from the conduct of Tenant’s business; (3) from any act or omission by Tenant or any of Tenant’s agents, contractors, or employees related to the Premises, Building, or Property; and/or (4) occurring in or about the Premises, except to the extent caused by the negligence of Landlord or Landlord’s members, partners, directors, employees, agents, contractors or invitees. Tenant shall further indemnify, defend and hold Landlord harmless from all claims, liabilities, costs, attorney’s fees and expenses arising from any breach or default in the performance of any obligation to be performed by Tenant under the terms of this Lease.

b. For purposes of this Lease, Tenant specifically waives its immunity under any Industrial Insurance Act, or other worker’s compensation, disability benefit or other similar laws and Tenant shall defend, indemnify and hold the Landlord harmless from and against damage or loss arising out of any claim asserted by any of Tenant’s employees. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant’s expense, by counsel approved in writing by Landlord. The provisions of this paragraph shall survive the expiration or termination of this Lease with respect to any events occurring prior to such expiration or termination.

c. Neither Landlord nor any member, partner, director, officer, contractor, agent or employee of Landlord will be liable to Tenant, or its members, partners, directors, officers, contractors, agents, employees, invitees, sublessees or licensees, for any loss, injury, or damage to the person of Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, except to the extent resulting from the negligence of Landlord or any member, partner, director, officer, agent or employee of Landlord. Furthermore, neither Landlord, nor any member, partner, director, officer, agent or employee of Landlord will be liable (i) for any such damage caused by other tenants for persons in or about the Building; or (ii) for consequential damage arising out of any loss of the use of the Premises or any equipment or facilities therein, by Tenant or any person claiming through or under Tenant.

d. In the event Landlord breaches its obligations hereunder, Landlord’s liability is limited to: (i) the reasonable cost incurred by Tenant in performing Landlord’s obligations; or, (ii) if Tenant is entitled to terminate this Lease as a result of Landlord’s breach, the total amount of Base Rent set forth herein. In no event is Landlord responsible for any claim based on Tenant’s lost profits, the interruption of Tenant’s business, or consequential damages attributable to the breach of Landlord’s obligations hereunder. Further, Tenant expressly agrees and acknowledges that Landlord’s members, partners, directors, employees or agents shall not be held personally liable for any obligation of Landlord hereunder.

14. DESTRUCTION: If the Premises or the Building is destroyed by fire, earthquake, or other casualty to the extent that they are unrentable in whole or in part, then Landlord may, at Landlord’s option, proceed with reasonable diligence to rebuild and restore the Premises or such part thereof, provided that within thirty (30) days after such destruction or damage, Landlord shall in writing notify Tenant of Landlord’s intention to do so. During the period from destruction or damage until restoration, the rent shall be abated by the same ratio as that portion of the Premises which Landlord and Tenant mutually determine is unfit for occupancy. If damage is due to the fault or neglect of Tenant or its agents, employees, invitees, or licensees, there shall be no abatement of rent. If Landlord shall fail to notify Tenant within 30 days of the destruction or damage, then this Lease shall be deemed terminated. Landlord shall not be required to repair any injury or damage by fire or other cause or to make any repairs or replacements of any panels, decoration, office fixtures, painting, floor covering, or any other property installed in the Premises by Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or Tenant’s personal property, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration unless such loss shall be caused by the negligence of Landlord, its agents, employees, invitees, or licensees.

15. CONDEMNATION: If all or part of the Premises are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession. If more than 25% of the
floor area of Premises is taken by condemnation, Tenant may, by a written notice within ten (10) days after notice of such taking (or absent such notice, within ten (10) days after condemning authority takes possession), terminate this Lease as of the later of: the date the condemning authority takes possession; or, the date of Tenant’s notice of termination if Tenant was not notified of the taking prior to the condemning authority’s taking possession. If Tenant does not terminate in accordance with foregoing, the Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the original total floor area of the Premises. In the event that Tenant elects not to terminate the Lease with respect to any part of the Premises remaining after condemnation, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repairs any damage to the Premises caused by such condemnation except to the extent that tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Any award for the taking of all or part of the Premises under the power of eminent domain, including payment made under threat of the exercise of such power, shall be the property of Landlord, whether made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for the loss of or damage to Tenant’s trade fixtures and removable personal property. Landlord shall not be liable to Tenant for the loss of the use of all or any part of the Premises taken by condemnation.

16. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, transfer, mortgage, sublet, or otherwise transfer or encumber this Lease or any part thereof, either voluntarily or by operation of law.

17. DEFAULT:

a. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Tenant:

i. vacation of the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord) or abandonment of the Premises (defined as an absence of five (5) or more consecutive days while Tenant is in default of some other term of this Lease);

ii. failure by Tenant to make any payment required as and when due, where such failure shall continue for a period of three (3) days after written notice from Landlord. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall constitute the notice required by this subsection;

iii. failure by Tenant to remedy any condition which is hazardous or noxious or which creates a nuisance, or to cease to carry on any unlawful business, where such failure shall continue after three (3) days written notice from Landlord;

iv. (1) the making by Tenant of any general assignment or general arrangement for the benefit or creditors; (2) the filing by or against Tenant a petition in bankruptcy, including reorganization or arrangement, unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant’s assets located at Premises or of Tenant’s Interest in this Lease; (4) the seizure by any department of any government or any officer thereof of the business or property of Tenant; or (5) adjudication that Tenant is bankrupt.

v. Tenant’s interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied; or

vi. failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease, other than those described in the foregoing subparagraphs, where such failure shall continue for a period of thirty (30) days after written notice from Landlord; provided, however, that if the nature of Tenant’s noncompliance is such that more than thirty (30) days are required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. To the extent permitted by law, such 30-day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

vii. The discovery by Landlord that any financial statement given to Landlord by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant or any guarantor of Tenant’s obligation hereunder, was materially false.

b. Landlord shall not be in default unless Landlord fails to perform its obligations within thirty (30) days after notice by Tenant specifying wherein Landlord has failed to perform its obligations; provided, that if the nature of Landlord’s obligation is
such that more than thirty (30) days are required for performance, Landlord shall not be in default if Landlord commences performance within thirty (30) days of Tenant’s notice and thereafter completes Landlord’s performance within a reasonable time.

18. LANDLORD’S REMEDIES IN DEFAULT: In the event of any material default or breach, not timely cured after notice, Landlord shall have the following remedies, which shall be cumulative, and none shall exclude any other right or remedy allowed by law:

   a. Landlord may terminate Tenant’s right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. The Lease shall terminate on the date specified in the notice of termination provided to Tenant by Landlord. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Term, less the net proceeds, if any, of reletting the Premises by Landlord subsequent to the termination, after deduction all Landlord’s Releasing Expenses. “Releasing Expenses” shall include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys’ fees, remodeling and repair costs, costs for removing and storing Tenant’s property and equipment, and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

   b. Landlord may maintain Tenant’s right to possession in which case this Lease shall continue in full force and effect whether or not Tenant has vacated or abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord’s rights and remedies under this Lease for the remainder of the Lease Term, including the right to recover the Monthly Base Rent and other when it becomes due hereunder. Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at 12% per annum.

19. ACCESS: Tenant shall permit Landlord, upon reasonable notice, to enter the Premises at reasonable times for the purpose of inspecting, altering, and repairing the Premises and the Building and ascertaining compliance with the provisions hereof by Tenant, but nothing herein shall be construed as imposing any obligation on Landlord to perform any such work or duties.

20. HOLD-OVER TENANCY: If (without execution of a new lease or amendment extending the lease term) Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, which tenancy may be terminated as provided by law. In such event, all the provisions of this Lease pertaining to the obligations of the Tenant shall remain the same, except for the Monthly Rent, which shall be increased the first month by twenty-five percent (25%), and thereafter by fifty percent (50%).

21. COMPLIANCE WITH LAW: Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, relating to, or affecting the conditions, use, or occupancy of the Premises, excluding structural changes not caused by Tenant. The judgment of any court of competent jurisdiction in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of the fact as between the Landlord and Tenant.

22. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time reasonably promulgate, including those set forth in Exhibit “F”. Landlord reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other tenants or occupants.
23. MORTGAGES, DEEDS OF TRUST, PURCHASERS (ESTOPPEL STATEMENT): It is understood and agreed that Landlord may sell, mortgage, or grant deeds of trust with respect to the Premises, the Building, or the Property. Tenant agrees to execute, within ten (10) days following Landlord's request, such reasonable certificates as may be required by a mortgage or trust deed beneficiary stating that the Lease is in full force and effect and the dates to which the Monthly Base Rent and charges have been paid. Upon a foreclosure or conveyance in lieu of foreclosure, and a demand by Landlord's successor, Tenant shall attorn to and recognize such successor as Landlord under this Lease.

24. SUBORDINATION: Tenant agrees that this Lease shall be subordinate to the lien of any mortgage, deeds of trust, or ground leases now or hereafter placed against the Property or Building of which the Premises comprise a part, and to all renewals and modifications, supplements, consolidations, and extensions thereof; provided, however, in the event that any mortgages or trust deed beneficiary shall so elect, Landlord reserves the right to subordinate said mortgage lien to this Lease upon the terms required by such mortgagee or trust deed beneficiary. Notwithstanding the subordination of the Lease pursuant to the provisions of this paragraph, so long as Tenant is not in default under any provision of this Lease, the mortgagee, trust deed beneficiary, ground lessor, or purchaser at any foreclosure sale may agree that this Lease shall remain in full force and effect.

25. TENANT'S PROPERTY: Furnishings, trade fixtures, and equipment installed by Tenant shall be the property of Tenant. Upon termination of the Lease, Tenant shall remove any such property. Tenant shall repair or reimburse Landlord for the cost of repairing any damage to the Premises resulting from the installation or removal of such property. At the expiration of this Lease, Tenant shall return Premises to Landlord in the same condition as when Tenant took occupancy, reasonable wear and tear excepted.

26. REMOVAL OF PROPERTY: All personal property of Tenant remaining on the Premises after reentry or 30 days after termination of this Lease shall conclusively be deemed abandoned and may be removed by Landlord. Landlord may store such property in any place selected by Landlord, including, but no limited to, a public warehouse, at the expense and risk of the owner of such property, with the right to sell such stored property without notice to Tenant. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the cost of removal and storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

27. PERSONAL PROPERTY TAXES: Tenant shall pay, or cause to be paid, before delinquency, any and all personal property taxes levied or assessed and which become payable during the term hereof upon Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's personal property.

28. NOTICES: All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile, (c) the next Business Day, if delivered by express overnight delivery service, or (d) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be sent or delivered to Landlord and to Tenant at the addresses and/or facsimile numbers specified in paragraph 1.k, or to such other address or facsimile number as either party may designate to the other in writing from time to time. Any notice delivered via facsimile shall also be sent via regular U.S. Mail within 1 business day after such facsimile delivery.

29. HAZARDOUS SUBSTANCES:

a. Tenant shall comply, and take all necessary actions to cause its operations on the Premises to comply, with all applicable federal, state, and local requirements relating to the protection of public, health, safety and welfare, and with all applicable environmental laws relating to the Premises. Tenant shall not generate, release, spill, store, deposit, transport, or dispose of (collectively “Release”) any hazardous substances, sewage (except as generated through normal use of the plumbing fixtures in the Premises, Building), petroleum products, hazardous materials, toxic substances or any pollutants or substances, defined
as hazardous or toxic in accordance with applicable federal, state and local laws and regulations ("Hazardous Substances") in, on or about the Premises. Tenant shall indemnify, hold harmless and defend Landlord from any and all claims, liabilities, losses, damages, cleanup costs, and expenses (including reasonable attorney’s fees) arising out of or in any way related to a Release by Tenant, or any of its agents, representatives, or employees, or the presence of such Hazardous Substances in, on or about the Premises occurring at any time after Tenant takes possession of the Premises.

b. Tenant understands, accepts and agrees to the terms and conditions contained in the Lead Paint and Hazardous Material Disclosure and Indemnity provisions, included herein as Exhibit “G.”

c. The provisions of this Section shall survive the expiration or termination of this Lease with respect to any events occurring prior to such expiration or termination.

30. GENERAL PROVISIONS:

a. Attorney’s Fees. In the event either party requires the services of any attorney in connection with enforcing the terms of this Lease, or in the event an action is brought for the recovery of any Monthly Base Rent due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of said Premises to Landlord and/or eviction of Tenant during said term or after the expiration thereof, the prevailing party will be entitled to recover from the other party its reasonable attorney’s fees, witness fees, and court costs, including costs of appeal.

b. Choice of Law; Jurisdiction. This Lease shall be governed by the laws of the State of Washington. Any action to enforce this Lease shall be brought in Spokane County, Washington.

c. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

d. Exhibits. Exhibits, if any, affixed to this Lease are a part thereof.

e. Force Majeure. Whenever a period of time is prescribed for action to be taken by either party, said party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to “force majeure”: strikes, riots, acts of God, shortages of labor or materials because of priority or similar regulations or order of any governmental or regulatory body, war, or any other causes of any kind which are beyond the reasonable control of the affected Party.

f. Interpretation. This Lease has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

g. Joint Obligation. If there is more than one Tenant, the obligations hereunder imposed upon Tenants shall be joint and several.

h. Keys. Upon termination of this Lease, Tenant shall surrender all keys to the Premises, and all Garage Parking Remotes, to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combination locks, safes, and vaults, if any, in the Premises.

i. Light, Air and View. Landlord does not guarantee the continued present status of light, air, or view over any improvements adjoining or in the vicinity of the Building.

j. Marginal Headings. The marginal headings and section titles in the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

k. Name. Tenant shall not use the name of the Building for any purpose other than as an address of the business to be conducted by the Tenant in the Premises.

l. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements of understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

m. Recordation. Tenant shall not record this Lease without Landlord’s prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder.

n. Sale. In the event of any sale of the Building or Property, or any assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act,
occurrence, or omission occurring after the consummation of such sale or assignment; and the purchaser or assignee at such sale or assignment or any subsequent sale or assignment of Lease, the Property, or Building, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser or assignee, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

o. Severability. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way effect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

p. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

q. Waiver. The waiver by either party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord’s duly authorized representatives.

31. COMMISSIONS: Commissions payable, if any, shall be paid to those Brokers(s) and Agent(s) and by the party(ies) specified in paragraph 1.g., pursuant to a separate commission contract. Each party represents that it has not had dealings with any other real estate broker or salesman with respect to this Lease, and each party shall defend, indemnify, and hold harmless the other party from all costs and liabilities including reasonable attorney’s fees resulting from any claims to the contrary.

32. AUTHORITY OF TENANT:

Tenant and each individual executing this Lease on behalf of Tenant represent and warrant that it is/they are duly authorized to execute and deliver this Lease, if Tenant is a corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation, if Tenant is a partnership or limited liability company, in accordance with a properly conducted vote of the partners or members, and that this Lease is binding upon said Tenant in accordance with its terms.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIAL REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

AGREED AND ACKNOWLEDGED:

TENANT:
City of Spokane

________________________
By: ______________________
Its: ______________________

City of Spokane, Parks and Recreation Division

________________________
By: ______________________
Its: ______________________

LANDLORD:
Avista Corporation

________________________
By: ______________________
Its: ______________________
LANDLORD’S ACKNOWLEDGMENT

STATE OF WASHINGTON )
COUNTY OF SPOKANE ) ss.

I certify that I know or have satisfactory evidence that ________________________ is the person who appeared before me, and said person acknowledged that they signed this instrument on oath and stated that they were authorized to execute the instrument and acknowledge it as the ____________ of Avista Corporation, to be the free and voluntary act and deed of such party, for the uses and purposes stated therein mentioned.

Dated ___________________________.

Printed Name: ____________________

NOTARY PUBLIC, State of Washington
My appointment expires ____________________
Exhibit “A”
Area of Premises
Map/Floor Plan

- Approximately 1,200 sq. feet for Mobius.
- Approximately 6,218 sq. feet for city lease.
Exhibit "B"

Legal Description

Description for AVISTA Annex building

Portions of Lots 6 and Lot 7 and a portion of vacated Flume Street between Block 14 and Block 15 of "Map of Resurvey and Extension of Post's Addition to Spokane Falls" recorded in Volume "A" of plats at Page 21 in the Southwest Quarter of Section 18, Township 25 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 6, thence along the East line of said Lot 6, North 02°57'08" West to a point as shown on Record of Survey recorded in Book 150 at page 79, from which a point as shown on said Record of Survey bears South 87°03'28" West a distance of 180.06 feet; thence continuing North along said East line. North 02°57'08" West a distance of 19.80 feet to the POINT OF BEGINNING;

Thence leaving said East line, South 87°03'03" West a distance of 130.59 feet;

Thence North 02°52'08" West a distance of 65.17 feet;

Thence North 87°05'25" East a distance of 130.50 feet to the East line of said Lot 7;

Thence along the East line of said Lot 7 and Lot 6, South 02°57'08" East a distance of 65.04 feet to the POINT OF BEGINNING for this description.

New Parcel Area is 8,499.01 S.F. of land more or less.
Exhibit “C”
Space Plan Modifications

Except as set forth in this Exhibit “C,” Landlord shall provide the Premises to the Tenant in “as-is” condition and configuration.

No improvements by Landlord are contemplated under this Lease.
1. The Parties acknowledge and agree that the fair market rental value of the Premises is, and that monthly rent shall be set at, $.50 per square foot. This equates to the following rental obligation for the 24-month duration of the lease:

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<tbody>
<tr>
<td>Monthly Rental Obligation</td>
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<tr>
<td>Annual Rental Obligation</td>
<td>$32,910.00</td>
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<tr>
<td><strong>Total Rental Obligation (2-year Term)</strong></td>
<td><strong>$65,820.00</strong></td>
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2. The City and Avista are parties to a General Services Agreement, denominated as Contract No. R-39850 by Avista and OPR2014-0416 by the City, through which the City provides general grounds and facilities maintenance services (the "Maintenance Agreement") at Huntington Park in Spokane, Washington (the "Park"). Under the terms of the Maintenance Agreement, as amended, the City is currently obligated to perform certain defined grounds and maintenance services at the Park through December 31, 2019 at no cost to Avista.

3. Contemporaneously with the execution of this Lease, the City and Avista shall execute an amendment to the Maintenance Agreement, through which they will extend the term of that Agreement for an additional five (5) years, or through December 31, 2024. Under the terms of the Amendment, beginning in 2020, the City will provide a semi-annual accounting of costs expended performing mutually-acceptable grounds and maintenance services at the Park, which costs shall, upon acceptance by Avista, be credited against the Total Rental Obligation under this Lease until the Total Rental Obligation has been satisfied in full.

4. If, at any time, the City ceases to perform services under the Maintenance Agreement, Avista will invoice the City for the Total Rental Obligation, with an offset for the total services that had been performed by the City from January 1, 2020 through the date of termination. The remaining balance of the Total Rental Obligation shall, in such event, be due and payable by the City within 45 days of its receipt of the invoice for the same from Avista.

5. Pursuant to Section 3 of the Lease, the City retains the right to cancel the Lease upon 60 days’ written notice, and prior to the end of the 2-year term. In the event that the City exercises this option, the total Rental Obligation shall be updated to reflect the actual period of occupancy, with any partial month’s occupancy being prorated. The Maintenance Agreement shall also be adjusted to reflect the updated Total Rental Obligation.

6. The Parties agree that the City’s obligation to provide services or pay rent as provided in this Exhibit D shall survive the expiration of this Lease, and that all rights and remedies existing under the Lease with respect to that obligation shall survive expiration of this Lease as well.
Exhibit “E”

Tenant’s Use of Premises

Tenant agrees that the building shall be used solely for the purposes specified herein. Any deviation from these uses shall require the written permission of Landlord:

- Storage of tools and equipment for use by the City in the maintenance, upkeep and repair of Riverfront Park in Spokane, Washington (the “Park”).
- Preparation of materials and equipment for use in the Park.
- Light corrective and preventative maintenance and occasional woodworking repair in connection with the maintenance, upkeep and repair of the Park. (Painting is not an allowed use without prior written consent of Landlord).
- Set-up of pallet racks for the storage of materials and equipment, including carrousel, sky ride, skate ribbon, and event-related material.
- Use of the Premises for repairing components of the Sky Ride.
- Operation and use of a skate-sharpening machine. Tenant will ensure that the machine is properly vented at all times.
- Meeting space for Park maintenance workers, to include a table and chairs. Tenant may install a self-contained water dispenser and refrigerator for storing employee lunches.
- Overnight storage of vehicles or equipment; provided that no herbicide storage or vehicle fueling will occur within the premises.
- Storage and charging of small tools and equipment.
Exhibit “F”
Building Rules

1. **Access to Premises.** Tenant shall access the Premises through the 2nd floor entry door or at such other locations as may be approved by Landlord. No other access is provided without Landlord’s prior approval.

2. **Operations and Deliveries.** Tenant’s operations and deliveries, if any, should be coordinated to ensure that they do not interfere with Landlord’s business and operations on the Property, or with the operations and business of other tenants in the Building. Tenant shall ensure that it does not block traffic on the driveway of the building or on adjacent roadways.

3. **Improvements.** All Tenant improvements must be pre-approved by Landlord, in writing.

4. **Emergency Action Plan.** An Emergency Action Plan shall be developed by Landlord and provided to Tenant. The Emergency Action Plan must be customized and agreed to by Tenant, in writing, prior to Tenant occupying the Premises.

5. **Site Security Plan.** A Site Security Plan shall be developed by Landlord and provided to Tenant. The Site Security Plan must be agreed to by Tenant, in writing, prior to Tenant occupying the Premises.

6. **Use of Driveways.** Tenant may use the driveways located on the Property; however, Tenant shall coordinate such use with Landlord so as not to interfere with or disrupt Landlord’s business or operations or the business or operations of other Tenants. Tenant understands the Landlord needs twenty four (24) hour, seven (7) days a week access to the lower west side of the Building via the driveway. As such, Tenant will not block the driveway in any manner that could prevent vehicular access to the lower west side of the Building.

7. **Points of Contact for Coordination Activities:** Avista’s point of contact for coordination activities required under these Building Rules or the Lease shall be as follows:

   - Post Street Chief Operator (Avista’s On-Site Representative): 509-495-2696
   - Avista Generation Control Center (After Hours; 24/7): 509-495-8114
TENANT ACKNOWLEDGES THAT THE PREMISES MAY CONTAIN POTENTIALLY HAZARDOUS MATERIALS, INCLUDING, WITHOUT LIMITATION, LEAD PAINT OR OTHER MATERIALS CONTAINING LEAD, FORMALDEHYDE, ASBESTOS, ETC. TENANT ENTERS INTO THIS LEASE WITH FULL KNOWLEDGE, AND ASSUMING ALL RISK, OF ANY HAZARDS THAT MAY BE PRESENTED BY THE PRESENCE OF SUCH MATERIALS IN OR ON THE PREMISES. TO THE FULLEST EXTENT ALLOWABLE BY LAW, TENANT AGREES TO ASSUME THE RISK OF, RELEASE, COVENANT NOT TO SUE, INDEMNIFY AND DEFEND LANDLORD FROM ANY HARM, CLAIM, INJURY OR LOSS THAT MAY ARISE OUT OF, OR THAT IS IN ANY WAY CONNECTED WITH, THE PRESENCE OF SUCH MATERIALS IN OR ON THE PREMISES. TENANT FURTHER WAIVES ANY IMMUNITY, DEFENSE OR OTHER PROTECTION THAT MAY BE AFFORDED BY WORKERS’ COMPENSATION, INDUSTRIAL INSURANCE OR SIMILAR LAWS IN WASHINGTON STATE, INCLUDING BUT NOT LIMITED TO THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, TO THE EXTENT THAT TENANT IS REQUIRED UNDER THIS PROVISION TO INDEMNIFY AND DEFEND LANDLORD WITH RESPECT TO ANY SUCH CLAIM OR ACTION BROUGHT AGAINST LANDLORD BY AN EMPLOYEE OF TENANT. THE PARTIES HAVE SPECIFICALLY NEGOTIATED THIS SECTION AND TENANT MAKES THE FOREGOING WAIVER WITH FULL KNOWLEDGE OF THE CONSEQUENCES.
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**SUB CONTRACTORS**
- Clearwater Summit Group Inc.
  - Landscape
  - $100,000.00
  - CLEARSG00KN

Addenda Returned: YES
Bid Bond ON FILE
Design-Build Change Order Form


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<td>PAV</td>
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<td>Item 2</td>
<td>PAV</td>
<td>Seal Concrete Floor in the Ring &amp; Reconfigure for Stage</td>
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<td>Item 3</td>
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<td>Add Back NE Entry – Conc, Lighting and Landscaping</td>
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<td>Item 9</td>
<td>PROM</td>
<td>RFP#22 Add Rough In for Butterfly Lighting</td>
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<td>RFP#15 - Add 13 Wayfinding Signs for the Promenades &amp; Centennial Trail</td>
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<td>Item 13</td>
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<td>RFP#20 A - Delete north end of North Promenade to allow North Bank Project to revise and complete this work.</td>
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Original Contract Price: $14,500,000

Net Change by Previous Change Orders: $4,347,303

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

Net Change by Change Order No 12: $633,959

New Contract Price: $23,631,262

Original Contract Substantial Completion Date: May 30, 2019

Adjustments by Previous Change Orders: 46 (calendar days)

Adjustments by Change Order No 12: 0 (calendar days)

Revised Scheduled Substantial Completion Date for Site Only: July 15, 2019


OWNER:

By: ____________________________

Printed Name: ____________________________

Title: ____________________________

Date: ____________________________

DESIGN-BUILDER:

By: ____________________________

Printed Name: ____________________________

Title: ____________________________

Date: ____________________________
Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. 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 for the following proposed changes that were part of the Permit Document review. Please provide a separate price for each item so that each can be evaluated and chosen separately. Refer to the PMO Comment drawings on the referenced page for more detail if needed.

ADMINISTRATION BUILDING

1. Work with RFP staff to reconfigure Commissary Kitchen and move the Exhaust Hood to exterior wall. (G2.02)
2. Increase ticket windows from 3 to 4. Add duplex to Ticket Office and change 2 of the receptacles to 4 plex in ticket booth. (A3.01a & E4.01)
3. Add Casework in Expo and 74 Rooms as well as Skyrooms and Office area. (A3.01b, A3.02a & b)
4. Add 2 monitors for show feed to Event Prep Rooms. (A3.01b & E3.02)
5. Provide design solution to screen/conceal office activities (Grid 52 – 59) from evening events. (A4.01)
6. Increase size of storage room under north stairs. (A3.01a)
7. Change door 120B to a double door into service corridor. (A3.01b)
8. Add 2 – 2” Conduits from Event Communications Room to Security, stage location, mix position and spotlight location. (The building part is the addition. The conduits were already shown to the Stage location). Add additional receptacles to this room and 6 network jacks (E3.03)
RIVERFRONT PARK MODERIZATION

Request for Proposal (RFP)

PAVILION SITE

1. Extend Grind & Overlay on asphalt path on the south side of the Pavilion east. (LM1.06)
2. Place the 5 trees on the SE side of Admin Building in moveable planters. (LP1.01)
3. Motorize the yard gate and add prox card swipe and key pad. (A1.04)
4. Add one more utility outpost (with water) at north side of Pavilion Floor (Asked for 4 more at 90%) for a total of 8. (E1.01)
5. Add 2 utility outposts without water in the Central Plaza. (E1.01)
6. Add 2nd Event Power at NW corner of Central Plaza. (E1.01)
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### DRAW SCHEDULE

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<tr>
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### KITCHEN EQUIPMENT SCHEDULE

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### GREASE INTERCEPTOR SCHEDULE

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### HOSE BIBB SCHEDULE

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### GAS REGULATOR SCHEDULE

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### MIXING VALVE SCHEDULE

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### PLUMBING FIXTURE SCHEDULE

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</table>
## Garco Construction, Inc.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>UNIT PRICES</th>
<th>TOTALS</th>
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<tbody>
<tr>
<td>Kitchen Re-Design Adds-NAC</td>
<td>1.0 LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Additional Demolition of Floor - Sawcutting</td>
<td>42.0 HR</td>
<td></td>
<td>$55.00</td>
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<tr>
<td>Removal of Concrete</td>
<td>48.0 MH</td>
<td></td>
<td>$55.00</td>
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<tr>
<td>Excavation for Underground</td>
<td>32.0 MH</td>
<td></td>
<td>$55.00</td>
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<tr>
<td>Backfill for Underground</td>
<td>16.0 MH</td>
<td></td>
<td>$55.00</td>
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<tr>
<td>Pour new Slab-On-Grade</td>
<td>600.0 SF</td>
<td></td>
<td>$7.00</td>
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<tr>
<td>Equipment Costs - Spokane Restaurant</td>
<td>1.0 LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Plumbing Costs</td>
<td>1.0 LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>HVAC Costs</td>
<td>1.0 LS</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Electrical Costs</td>
<td>1.0 LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Original Allowance</td>
<td>1.0 SF</td>
<td>-</td>
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<tr>
<td>MAU Unit</td>
<td>1.0 LS</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>SUB-TOTALS</strong></td>
<td></td>
<td></td>
<td>11,790</td>
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<tr>
<td><strong>ADD-ONS:</strong></td>
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</tr>
<tr>
<td>OH&amp;P: on Garco (as subcontractor) self-performed work.</td>
<td></td>
<td></td>
<td>12.00% (of Labor, Material &amp; Equip.)</td>
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<tr>
<td>OH&amp;P: on Garco (as subcontractor) subcontracted work</td>
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<td></td>
<td>4.00% (of Subcontract)</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td>1.00% (of Subtotal)</td>
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<tr>
<td>Bond Premium</td>
<td></td>
<td></td>
<td>0.75% (of Subtotal)</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
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<tr>
<td>B &amp; O Tax</td>
<td></td>
<td></td>
<td>0.47% (of Subtotal)</td>
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<tr>
<td><strong>TOTAL - POTENTIAL CHANGE ORDER</strong></td>
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**SPECIFIC EXCLUSIONS:**
1. WSST
2. MAU costs assumed with DB contingency.
3. Owner supplied kitchen equipment.
US Pavilion Kitchen Pricing

Inclusions:

1. K-1 Exhaust Hood
2. K-1.1 Class 1 Hood Install
3. K-1.2 Stainless Steel Wall Panels
4. K-2 Hand Sink 2-Kitchen 4-Concessions
5. K-5 60” Wolf Range
6. K-6 Gas Floor Fryer
7. K-9 (3) Compartment Sink
8. K-10 Wall Splash Mount Faucet
10. K-12 S/S Work Table 2 ea.
13. K-13 Walk-in Refrigerator
15. ZZ Deliver/ Uncrate/ Set Equipment
16. MAU Unit—Apollo Mechanical

Exclusions:

1. K-3 Reach-in Freezer
2. K-4 Reach-in Refrigerator
3. K-7/K8 Ice Cuber
4. K-19/20 Ice Cuber (Large)
To: GARCO CONSTRUCTION  
Scott Battaglia

Project: REVISED 1/21/19 Copy of MAIN-RIVERFRONT SPOKANE PAVILION

From: Spokane Restaurant Equipment  
Sean Mallert  
1750 E. Trent Ave.  
Spokane, WA 99202-2943  
509-534-5500  
(509) 534-5500 205 (Contact)  
CCB#206909

Thank You For This Opportunity!

Please Note: Items Marked "Optional" and "Alternate" are "Not Calculated" in the Project Grand Total.

<table>
<thead>
<tr>
<th>Item</th>
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<th>Sell</th>
<th>Sell Total</th>
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<tbody>
<tr>
<td>K1</td>
<td>1 ea</td>
<td>EXHAUST HOOD</td>
<td>$3,049.00</td>
<td>$3,049.00</td>
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<tr>
<td></td>
<td></td>
<td>Captive-Aire Model No. 5412SND-2 - 9FT 0&quot;</td>
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<tr>
<td></td>
<td></td>
<td>Hood #1 - Job #3586219</td>
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<tr>
<td></td>
<td></td>
<td>5412SND-2 - 9ft 0&quot; Long Sloped Exhaust-Only Wall Canopy Hood for Low Ceiling Applications with Built-in 3&quot; Back Standoff x1</td>
<td></td>
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<td></td>
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<td>- 430 SS Where Exposed x1</td>
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<td></td>
<td></td>
<td>- Utility Cabinet on the Left Side 12.00&quot; Width x 27&quot; Length x 24.00&quot; Height x1</td>
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<td></td>
<td></td>
<td>- Fire Cabinet Wall Mounted 12&quot; Width x 24&quot; Length x 24&quot; Height x1</td>
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<td>- FILTER - 20&quot; tall x 16&quot; (19.625&quot; by 15.625&quot;) wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17. x6</td>
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<td></td>
<td></td>
<td>- L5S Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L5S Fixture), Bulbs By Others x3</td>
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<tr>
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<td>- EXHAUST RISER - Field Cut 14&quot; Diameter X 4&quot; Height x1</td>
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<td>- 1/2 Pint Grease Cup New Style, Flanged Slotted x2</td>
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<td>- FINISHED BACK - GROUND/PolISH 108.00&quot; Long x1</td>
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<td></td>
<td></td>
<td>- Electrical Package Installation in Utility Cabinet by Plant. x1</td>
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<tr>
<td></td>
<td></td>
<td>- INSULATION FOR BACK OF HOOD x1</td>
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<tr>
<td></td>
<td></td>
<td>- Parts required to mount prewire sensor in capture volume of hood. Sensor installed directly in line with center of riser and in center of capture volume front to back. Sensor supplied from ECP tied to hood. x1</td>
<td></td>
<td></td>
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<tr>
<td>1 ea</td>
<td></td>
<td>ANSUL-3.0/3.0-MANIFOLD Fire System #1 - Job #3554051</td>
<td>$3,116.00</td>
<td>$3,116.00</td>
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<tr>
<td></td>
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<td>ANSUL-3.0/3.0-MANIFOLD-WC Anusl 6 gallon ManifoldeFire System in Wall Mounted Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).</td>
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</table>

Includes piping for hood: 1.
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<tbody>
<tr>
<td></td>
<td></td>
<td>SC-EGVA2 GAS VALVE - 2&quot; Electrical Shutoff Valve for use with HMI reset, 110V, 60Hz (#8214280). Includes upstream strainer assembly.</td>
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<tr>
<td>1 ea</td>
<td></td>
<td>HOOK-UP FIRE SUPPRESSION SYSTEM HOOK-UP</td>
<td>$3,146.00</td>
<td>$3,146.00</td>
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<td>1 ea</td>
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<td>DCV-0011 Electrical System #1 - Job #3586219</td>
<td>$1,470.00</td>
<td>$1,470.00</td>
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<td></td>
<td></td>
<td>DCV-0011 Demand Control Ventilation, w/ control for 0-10V, Exhaust on in Fire, Lights out in Fire, Fans modulate based on duct temperature. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Room temperature sensor shipped loose for field installation. Verify distance between VFD and Motor; additional cost could apply if distance exceeds 50 feet. Includes 1 Duct Thermostat kit. x1</td>
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<td>CASLink building monitoring system communications module. Requires internet &amp; field wired ethernet connection or 3G cellular service. Includes Rev 3 Comm Module, RJ45 to modbus converter, 3 FT cat5 cable, and 1 FT of shielded twisted pair. x1</td>
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<td></td>
<td>Digital Prewire Lighting Relay Kit. Includes hood lighting relay &amp; terminal blocks. Allows for up to 1400W of lighting each. x1</td>
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<td>Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price. x100</td>
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<tr>
<td>1 lt</td>
<td></td>
<td>Di-PSP-12-24X24 24&quot; X 24&quot; DROP IN PSP Di-PSP-12-24X24 24&quot; x 24&quot; Drop In PSP. Includes 12&quot; round Supply Collar and Sliding Radial Damper and double perforation layer. Max CFM = 600 @ .18&quot; w.c. Fits in 24&quot; x 24&quot; ceiling grid. Fully Insulated. x4</td>
<td>$797.00</td>
<td>$797.00</td>
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<tr>
<td>1 ea</td>
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<td>FACTORY SERVICES Factory Services</td>
<td>$676.00</td>
<td>$676.00</td>
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<td></td>
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<td>Service Design Verification for CASLink Ethernet. x1</td>
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<td>Service Design Verification for Demand Control Ventilation x1</td>
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<td>Service Design Verification for Hood x1</td>
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<td>Service Design Verification for Site Meeting w/ additional mileage charge. x1</td>
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<td>Service Design Verification Mileage Charge: (21) x 2 = 42 total miles x1</td>
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<tr>
<td>1 lt</td>
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<td>FRT FREIGHT FOR CAPTIVE AIRE HOOD / FSS / CONTROLS ONLY</td>
<td>$596.00</td>
<td>$596.00</td>
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</tbody>
</table>

**REVISED HOOD SPEC 9'O" FOR 60" RANGE AND 2 FRYERS**

**ITEM TOTAL:** $12,850.00

---

**K1.1** 1 ea CLASS 1 HOOD INSTALL

Krueger Sheet Metal Model No. INSTALL
HOOD INSTALL
RIVER PARK HOOD INSTALL HOOD INSTALL ONLY
Install Customer provided Captive Air HOOD (Quoted Above)

Exclude MUA, Duct AND Plumbing
Exclude Electrical, Curbs and Gas

**ITEM TOTAL:** $2,591.00

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**K1.2** 1 lt MISC S/S

Krueger Sheet Metal Model No. MISC Packed It
RIVER PARK PAVILION
misc stainless steel wall panels
4 sides of island wall
hood to ceiling closures
corner guards

**ITEM TOTAL:** $2,557.00

---

**REvised 1/21/19 Copy of MAIN-RIVERFRONT SPOKANE**

**GARCO CONSTRUCTION**

**Initial:** _______
<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
<th>Sell</th>
<th>Sell Total</th>
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<tbody>
<tr>
<td>K2</td>
<td>6 ea</td>
<td><strong>HAND SINK</strong></td>
<td>$406.00</td>
<td>$2,436.00</td>
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<tr>
<td></td>
<td></td>
<td>Advance Tabco Model No. 7-PS-66-1X</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Hand Sink, wall mounted, 14&quot; wide x 10&quot; front-to-back x 5&quot; deep bowl,</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>20 gauge 304 stainless steel, 7-3/4&quot; high side splashes, with splash</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>mounted faucet, wall bracket, NSF, cCSAus</td>
<td></td>
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</tr>
<tr>
<td>K5OPT</td>
<td>1 ea</td>
<td><strong>RANGE, 60&quot;, 4 BURNERS, 36&quot; GRIDDLE</strong></td>
<td>$10,821.00</td>
<td>$10,821.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Wolf Model No. C60SC-4B36GT</td>
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<tr>
<td></td>
<td></td>
<td>Challenger XL™ Restaurant Range, 60&quot;, gas, (4) 30,000 BTU burners with</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>lift-off burner heads, 36&quot; griddle with thermostatic controls, (1)</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>standard oven on left, (1) convection on right, stainless steel front,</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>sides, back riser &amp; high shelf, fully welded body, 6&quot; adjustable legs,</td>
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<td></td>
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<td>250,000 BTU, CSA, NSF</td>
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<td></td>
<td>1 ea</td>
<td>1 year limited parts &amp; labor warranty, standard</td>
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<td></td>
<td>1 ea</td>
<td>Natural gas (specify if over 2000 ft.)</td>
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<td></td>
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<tr>
<td></td>
<td>1 ea</td>
<td>120v/60/1-ph, 4.0 amps, 6&quot; cord &amp; plug, std.</td>
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<tr>
<td></td>
<td>5 ea</td>
<td>Spark igniter with flame safety device, for open top burners or</td>
<td>$454.00</td>
<td>$2,270.00</td>
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<tr>
<td></td>
<td></td>
<td>griddles</td>
<td></td>
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<td></td>
<td>1 ea</td>
<td>Stainless steel back riser with lift off shelf, standard</td>
<td></td>
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<tr>
<td></td>
<td>1 ea</td>
<td>OVNRACK-XL20 Extra oven rack, rack guides are included, for 20&quot; wide</td>
<td></td>
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<td></td>
<td></td>
<td>ovens</td>
<td>$89.00</td>
<td>$89.00</td>
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<td></td>
<td>1 ea</td>
<td>RCFRYER-SHIELD Fryer Shield, RIGHT</td>
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<td></td>
<td>1 ea</td>
<td>CASTERS-RR8 Casters, set of (8)</td>
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<tr>
<td></td>
<td>1 ea</td>
<td>Dormont 16100KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit,</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1&quot; inside dia., 48&quot; long, covered with stainless steel braid, coated</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90°</td>
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<td></td>
<td></td>
<td>elbows, coiled restraining cable with hardware, 334,000 BTU/hr minimum</td>
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<td></td>
<td></td>
<td>flow capacity, limited lifetime warranty</td>
<td></td>
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<tr>
<td>K6</td>
<td>1 ea</td>
<td><strong>GAS FLOOR FRYER</strong></td>
<td>$1,358.00</td>
<td>$1,358.00</td>
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<td>Frymaster Model No. GF14</td>
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<td>Fryer, gas, floor model, 40 lb. capacity, open-pot design, millivolt</td>
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<td></td>
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<td>controls, master jet burner, temperature probe, 1-1/4&quot; IPS ball type</td>
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<td></td>
<td></td>
<td>drain valve, includes: rack-type basket support, basket hanger, flue</td>
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<td></td>
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<td>deflector &amp; twin baskets, stainless steel frypot, door &amp; cabinet, legs &amp;</td>
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<td></td>
<td>casters, 100,000 BTU, NSF, CSA</td>
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<td></td>
<td>1 ea</td>
<td>Natural gas (specify elevation if over 2,000 ft.)</td>
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<td></td>
<td>1 ea</td>
<td>803-0197 Clean-Out Rod, 27&quot; long (all models except FQ)</td>
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<td></td>
<td>1 ea</td>
<td>823-9426 Cover, full pot, 15-1/8&quot; W x 20-1/4&quot; D, stainless steel (H55,</td>
<td></td>
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<td></td>
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<td>MJ50, MJ40, GF40, GF14)</td>
<td>$123.00</td>
<td>$123.00</td>
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<tr>
<td></td>
<td>1 kt</td>
<td>Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit,</td>
<td></td>
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<td></td>
<td></td>
<td>3/4&quot; inside dia., 48&quot; long, covered with stainless steel braid, coated</td>
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<td>with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve (2)</td>
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<td></td>
<td>90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr</td>
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**ITEM TOTAL:** $2,557.00

**ITEM TOTAL:** $2,436.00

**ITEM TOTAL:** $14,040.00
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<td></td>
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<td><strong>minimum flow capacity, limited lifetime warranty</strong></td>
<td><strong>ITEM TOTAL:</strong> $1,698.00</td>
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<td>K9</td>
<td>1 ea</td>
<td><strong>THREE (3) COMPARTMENT SINK</strong></td>
<td>$1,336.00</td>
<td>$1,336.00</td>
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<td></td>
<td>Elkay Foodservice Products Model No. 14-3C18X24-2-24X</td>
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<td></td>
<td>Sink, 3-compartment, 106&quot; x 29-3/4&quot; (O.A.), 36&quot; working height, 18&quot; x 24&quot; bowl, 14&quot; deep, 9-3/4&quot;H splash, left &amp; right 24&quot; drainboards, 8&quot; on center faucet holes, stainless steel legs with adjustable feet, 16 gauge 300 series stainless steel, NSF (NET PRICE - No additional discount available)</td>
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<td></td>
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<td></td>
<td>1 ea</td>
<td>Waste drain options</td>
<td>$34.00</td>
<td>$102.00</td>
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<td></td>
<td>3 ea</td>
<td>CT-117X Rotary Waste Bracket Only</td>
<td>$93.00</td>
<td>$279.00</td>
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<td></td>
<td></td>
<td>Fisher 22209 DrainKing Waste Valve, with flat strainer, 12 GPM drain rate, dual teflon seals, stainless steel ball, cast red brass body</td>
<td></td>
<td></td>
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<td><strong>ITEM TOTAL:</strong> $1,717.00</td>
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<td>K10</td>
<td>1 ea</td>
<td><strong>WALL / SPLASH MOUNT FAUCET</strong></td>
<td>$114.00</td>
<td>$114.00</td>
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<td></td>
<td></td>
<td>Fisher Model No. 13277</td>
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<tr>
<td></td>
<td></td>
<td>Faucet, splash mount, 8&quot; centers, 14&quot; swing spout, lever handles with color coded indexes, 1/2&quot; NPT male inlets, brass, CSA, ADA Compliant</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2 ea</td>
<td>2400-2103 Elbow, 1/2&quot; F x 1/2&quot; F, 90°, brass</td>
<td>$11.00</td>
<td>$22.00</td>
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<td></td>
<td>1 ea</td>
<td>1 year warranty against defects in materials or workmanship, standard</td>
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<td><strong>ITEM TOTAL:</strong> $136.00</td>
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<td>K11</td>
<td>4 ea</td>
<td><strong>WORK TABLE, STAINLESS STEEL TOP</strong></td>
<td>$426.00</td>
<td>$1,704.00</td>
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<td></td>
<td></td>
<td>Elkay Foodservice Products Model No. WT30S60-STSX</td>
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<td>Standard Work Table, with undershelf, 60&quot;W x 30&quot;D, 16/300 series stainless steel top, without splash, turned down edges, 18 gauge adjustable stainless steel undershelf, stainless steel legs with adjustable stainless steel feet (NET PRICE - No additional discount available)</td>
<td></td>
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<td></td>
<td>4 st</td>
<td>CT-74X Casters, heavy duty, 5&quot; tall, 2 each locking, set of 4 (NET PRICE - No additional discount available)</td>
<td>$112.00</td>
<td>$448.00</td>
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<td><strong>ITEM TOTAL:</strong> $2,152.00</td>
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<td>K12</td>
<td>2 ea</td>
<td><strong>S/S WORK TABLE</strong></td>
<td>$3,046.00</td>
<td>$6,092.00</td>
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<td>Krueger Sheet Metal</td>
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<td></td>
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<td>RIVER PARK PAVILION ITEM # 12</td>
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<tr>
<td></td>
<td></td>
<td>Standard Work Table</td>
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<td></td>
<td></td>
<td>30&quot; x 120&quot; x 36&quot; tall</td>
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<td></td>
<td></td>
<td>16 ga ss top</td>
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<tr>
<td></td>
<td></td>
<td>18 ga ss undershelf</td>
<td></td>
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<td></td>
<td></td>
<td>2 - 18&quot; x 24&quot; x 12&quot; sink</td>
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<td></td>
<td></td>
<td>1 5/8&quot; ss shelf with adjustable feet</td>
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<td></td>
<td></td>
<td>Exclude: faucet and drain</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2 ea</td>
<td>Fisher 22209 DrainKing Waste Valve, with flat strainer, 12 GPM drain rate, dual teflon seals, stainless steel ball, cast red brass body</td>
<td>$93.00</td>
<td>$186.00</td>
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<td><strong>ITEM TOTAL:</strong> $6,278.00</td>
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<td>K12.1</td>
<td>2 ea</td>
<td><strong>DISPOSER</strong></td>
<td>$1,760.00</td>
<td>$3,520.00</td>
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<td>Item</td>
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<td>Sell</td>
<td>Sell Total</td>
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<td>----------------------------------------------------------------------------</td>
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<td></td>
<td></td>
<td>InSinkErator Model No. SS-100-5-MRS SS-100™ Complete Disposer Package, sink mount system, with #5 adaptor for 3.5&quot; to 4&quot; sink opening, 1 HP motor, stainless steel construction, includes syphon breaker, solenoid valve, flow control valve, manual reverse switch</td>
<td></td>
<td>$3,520.00</td>
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<td></td>
<td>2</td>
<td>(1) year parts &amp; labor warranty from date of installation (standard)</td>
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<td>2</td>
<td>115v/60/1-ph, 11.6 amps</td>
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<tr>
<td></td>
<td>2</td>
<td>SYPHON STD Syphon breaker standard, 1/2&quot; (11477)</td>
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<td></td>
</tr>
<tr>
<td>K12.2</td>
<td>2</td>
<td><strong>DECK MOUNT FAUCET</strong></td>
<td>$107.00</td>
<td>$214.00</td>
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<tr>
<td></td>
<td></td>
<td>Fisher Model No. 3511 has a 4&quot; OC deck mount, mixing valve, 8&quot; swing spout, with 1/2&quot; inlets</td>
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<tr>
<td>K13</td>
<td>1</td>
<td><strong>WALK IN MODULAR, BOX ONLY (WITH REFRIGERATION SELECTION)</strong></td>
<td></td>
<td>$214.00</td>
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<td></td>
<td></td>
<td>Nor-Lake Model No. 10X10X7-7 Fast-Trak™ Indoor Walk-In, 10' x 10' x 7'-7&quot; H, smooth aluminum interior floor, 26 gauge embossed coated steel interior &amp; exterior finish, self-closing door, locking deadbolt handle</td>
<td>$7,763.00</td>
<td>$7,763.00</td>
</tr>
<tr>
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<td>1</td>
<td>15 year original equipment panel warranty</td>
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<td>1</td>
<td>NASJ75RL4-Q Fast-Trak™ Indoor Remote Refrigeration System, 35°F Cooler, 3/4 hp welded Scroll condensing unit, low profile ceiling mounted coil, R-449A refrigerant, quick-connect fittings, 115-208-230v/60/1-ph</td>
<td>$2,939.00</td>
<td>$2,939.00</td>
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<td>5 Yr compressor warranty (net)</td>
<td>$112.00</td>
<td>$112.00</td>
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<td>Pre-charged line set, 5' add Q-5 to model number</td>
<td>$356.00</td>
<td>$356.00</td>
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<td></td>
<td>1</td>
<td>Door size 26&quot; x 78&quot;</td>
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<td>1</td>
<td>Door hinged on right, specify door location with sketch</td>
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<tr>
<td></td>
<td>1</td>
<td>157752 48&quot; LED light fixture (shipped loose)</td>
<td>$221.00</td>
<td>$221.00</td>
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<td>1</td>
<td><strong>WALK IN COOLER FACTORY FREIGHT CHARGE</strong></td>
<td>$1,495.00</td>
<td>$1,495.00</td>
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<td>K13.1</td>
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<td><strong>WALK IN COOLER/ FREEZER INSTALL</strong></td>
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<td>SRE, INC REFRIGERATION INSTALL</td>
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<tr>
<td></td>
<td></td>
<td>INSTALL BOX AT SITE</td>
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<td></td>
<td></td>
<td>INSTALL REFRIGERATION EQUIPMENT AT SITE</td>
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<tr>
<td></td>
<td></td>
<td>START UP AND CALIBRATE COOLER/ AND FREEZER</td>
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<tr>
<td>ZZ</td>
<td>1</td>
<td><strong>DELIVER/ UNCRATE / SET EQUIPMENT</strong></td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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<td></td>
<td></td>
<td>SRE, INC DELIVERY SERVICE</td>
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<td></td>
<td></td>
<td>DELIVER/ UNCRATE / SET IN PLACE /INSTALL</td>
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<td></td>
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<td>K1.2-WALL PANELS S/S MISC</td>
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<td></td>
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<td>K2-HAND SINKS (6)</td>
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<td>K5-RANGE</td>
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<td>K6-FRYER</td>
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### Spokane Restaurant Equipment

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<tr>
<td></td>
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<td>K9/K10-3 COMPARTMENT SINK / FAUCET</td>
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<td>K11-4EA STAINLESS TABLES</td>
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<td><strong>ITEM TOTAL:</strong> $2,500.00</td>
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**Total** $71,075.00

Please Note: Sales Tax Not Included in Quote Unless Otherwise Noted in Total Shown Above.

Please Note: Items Marked "Optional" and "Alternate" are "Not Calculated" in the Project Grand Total.

Acceptance: ___________________________ Date: ___________________________

Printed Name: ___________________________
PROPOSED CHANGE ORDER

To: Robert Decker

Subject: Pavilion

Attention: Garco Construction

Apollo Job No: S223
Apollo PCC #: 2A
Date: 1/9/19

We request a change order for the following work performed on this project:

Description:
Changes in Mechanical Schedule and Duct per Conformed Drawings. Excludes Kitchen Hood and Captive Air Diffusers, and concrete coring/cutting REV A: To remove cost not associated with the Kitchen.

Amount of This Change Request: $49,138

☐ Detailed Breakdown Attached
☐ We are awaiting written direction before proceeding with this work.
☐ Work During Regular Hours Only
☐ Work Done on Expedited Basis
☐ Per, we are proceeding with this work
☐ Work in Progress
☐ Work Already Completed

By: Paul Maple
Title: Project Manager

cc: Nicole
PM

Agreement to split cost with DB contingency. Cost in RFP $25,000.

The cost of this change includes only those direct costs which can be identified at this time. There are no impact, ripple or delay costs included. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time.
### APOLLO PROPOSED CHANGE ORDER BREAKDOWN

**Project:** Pavilion  
**PCO #:** 2A  
**Description:** Changes in Mech Schedule & Duct/Conformed Drawings  
**Date:** 1/9/2019

#### I. LABOR: (effective 6/1/16)

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<td>H. PROJECT MANAGEMENT</td>
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**LABOR TOTAL** $8,494.00

#### II. LABOR BURDENS:

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<tr>
<td>A. SHOP BURDEN @ 35% OF ITEM IA</td>
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<tr>
<td>B. SMALL TOOLS @ 5% OF ITEM IB</td>
<td>$248.00</td>
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<td>C. SAFETY @ 2% OF ITEMS I AND IIA</td>
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**LABOR BURDEN TOTAL** $1,589.68

#### III. MATERIALS & RENTAL EQUIPMENT:

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<td>B. EQUIPMENT</td>
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<td>C. TAX</td>
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<td>D. FREIGHT @ 4% OF MATERIAL</td>
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**MATERIALS & RENTAL TOTAL** $24,968.28

#### IV. SUBCONTRACTORS:

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<td>A. SPH</td>
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<td>B. DKB</td>
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**SUBCONTRACTOR TOTAL** $7,282.00

#### V. OTHER DIRECT COSTS:

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**OTHER DIRECT COST TOTAL** $0.00

#### VI. TOTAL ITEMS I, II, III, IV, V:

**TOTAL ITEMS I, II, III, IV, V** $42,333.96

#### VII. OVERHEAD AND PROFIT:

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**OVERHEAD & PROFIT TOTAL** $5,840.35

**INSURANCE 2% OF ITEMS I-VII** $963.49

**BOND 1% OF ITEMS I-VII** $0.00

**TOTAL CHANGE REQUESTED** $49,138
From: Kevin Bohr <kbohr@mackinlittle.com>
Sent: Thursday, February 7, 2019 9:15 AM
To: Scott Battaglia <scottb@garco.com>
Cc: George Renner <grenner@mackinlittle.com>
Subject: Pavilion Kitchen rough-in and final connection

Scott,
This email confirms that to rough-in the kitchen area in the Riverfront Park Pavilion for waste, vent, domestic water and natural gas and provide final connection for the owner provided kitchen equipment with cost approximately $25,589.00.

Kevin Bohr, Project Engineer

kbohr@mackinlittle.com

P: 509-838-2529
F: 509-838-3347
C: 509-994-6048
www.mackinlittle.com
2627 E Trent AVE
Spokane, WA 99202
<table>
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Riverfront Park US Pavilion Base Bid Contract Amount: **$222,500.00 (Includes P&P Bond) + Applicable Alternates If Accepted** $25,589.00
PROPOSED CHANGE ORDER

To: Robert Decker

Subject: Pavilion

Attention: Garco Construction

Apollo Job No: S223

Apollo PCC #: 3

Date: 11/23/18

We request a change order for the following work performed on this project:

Description:

Changes Kitchen Plans per Conformed Drawings
Excludes concrete coring/cutting

Amount of This Change Request: $16,185

☐ Detailed Breakdown Attached

☐ We are awaiting written direction before proceeding with this work.

☐ Work During Regular Hours Only

☐ Work Done on Expedited Basis

☐ Per, we are proceeding with this work

☐ Work in Progress

☐ Work Already Completed

By: Paul Maple
Title: Project Manager

cc: Nicole
PM

The cost of this change includes only those direct costs which can be identified at this time. There are no impact, ripple or delay costs included. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time.
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<td>B. DKB</td>
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<td><strong>SUBCONTRACTOR TOTAL</strong></td>
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<td>B. PROFIT @ 8% OF ITEM IV</td>
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<td><strong>TOTAL CHANGE REQUESTED</strong></td>
<td></td>
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<td>$16,185</td>
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### INVOICE

**CONCRETE CUTTERS, INC.**

**P.O. BOX 760**

**MEAD, WA 99021**

---

**BILL TO**

GARCO CONSTRUCTION, INC
P.O. BOX 2946
SPOKANE, WA 99220-2946

**JOB LOCATION**

RIVERFRONT PARK
SPOKANE, WA

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<th>P.O. NO.</th>
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**CUSTOMER ASSUMES ALL RESPONSIBILITY FOR LAYOUT. WE ARE NOT LIABLE FOR CUTTING IMBEDDED OBJECTS.**

PHONE (509) 487-0455  FAX (509) 465-4187

EMAIL: concretecutters@sisna.com

---

**RECEIVED**

OCT 9 2018

GARCO CONSTRUCTION

**Total**

$225.00
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Subtotals for Installation Codes: Installation Codes 025: ELEC ADD-7 - 7.Signage infrastructure to two locations.

Installation Codes: Installation Codes 028: ELEC ADD10 - 10.Additional card reader locations

- 4 SQ BOX
- 3/4" 1/2 & 3/4 KO
- 3/4" 3/4" 1G PLASTER RING
- 3/4" CADDY TSGB 16
- 3/4" EMT
- 3/4" EMT 1 HOLE STRAP
- 3/4" EMT FIELD BENDS
- 3/4" EMT STEEL SS CONN
- 3/4" PLASTIC BUSHINGS

Subtotals for Installation Codes: Installation Codes 028: ELEC ADD10 - 10.Additional card reader locations

Installation Codes: Installation Codes 029: PS-1 - RECONFIGURE COMMISSARY KITCHEN

- 1/2" #12 GRD PIGTAIL
- 1/2" 1/4D 1G PLAS RING
- 1/2" 2-1/8D 1/2 & 3/4 KO
- 1G 430 SS PL. 1 DUPLEX
- 1G 430 SS SINGLE REC PL
- 4 SQ 5/8D PLASTER RING
- 20A 5361 125V IV SQL REC
- 1/4. BEAM CLAMP-STEEL
- 1/4. CADDY 16M24-BAR JST
- 1/4. CADDY 350 BOX SUPT
- 1/2" CADDY 3508P MTL STUD
- 3/4" CADDY 012M34-DAR JST
- 3/4" CADDY TSGB 16
- 1" EMT 150.00 FEET
- 1/2" EMT 190.00 FEET
- 3/4" EMT 230.00 FEET
- 3/4" EMT FIELD BENDS
- 1" EMT STEEL SS CONN
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Subtotals for Installation Codes: Installation Codes 029: PS-1 - RECONFIGURE COMMISSARY KITCHEN

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Subtotals for Installation Codes: Installation Codes 030: PS-3 - PS-3 Stage modifications

Grand Totals

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<tbody>
<tr>
<td>3,710.14</td>
<td>44.1700</td>
</tr>
<tr>
<td>16,241.05</td>
<td>608.0960</td>
</tr>
</tbody>
</table>
RFP#7 Pavilion – Build out Kitchen including Equipment

Based on the subcontractor quotes and labor hours. We believe this represents a fair and reasonable cost for this work.

Lorraine Mead
## Added Concrete at Stage Area

### Land Expressions - Delete irrigation, top soil and sod.
- **Quan.**: 1200 SF
- **Unit**: SF
- **Labor**:
- **Material**:
- **Equip.**:
- **Garco Sub.**:
- **TOTAL**: (1,692.00)

### Cameron-Reilly - Furnish and install added reinforced concrete (including rebar).
- **Quan.**: 1200 SF
- **Unit**: SF
- **Labor**: 7.58
- **Material**:
- **Equip.**:
- **Garco Sub.**:
- **TOTAL**: 9,096.00

### Cameron-Reilly - Furnish and install sealer at concrete areas (see attached drawing).
- **Quan.**: 29,747 SF
- **Unit**: SF
- **Labor**: 0.30
- **Material**:
- **Equip.**:
- **Garco Sub.**:
- **TOTAL**: 8,924.10

### Garco - Furnish, grade and compact crushed gravel.
- **Quan.**: 1200 SF
- **Unit**: SF
- **Labor**: 0.35
- **Material**: 0.85
- **Equip.**:
- **Garco Sub.**:
- **TOTAL**: 1,440.00

### Garco - Furnish and install retaining wall at door 116A.
- **Quan.**: 30 LF
- **Unit**: LF
- **Labor**: 75.00
- **Material**: 60.00
- **Equip.**: 15.00
- **Garco Sub.**:
- **TOTAL**: 4,950.00

### SUB-TOTALS
- **Labor**: 2,250
- **Material**: 2,220
- **Equip.**: 450
- **Garco Sub.**: 17,798
- **TOTAL**: 22,718

### ADD-ONS:
- **OH&P: on Garco (as subcontractor) self-performed work.**
  - 15.00% (of Labor, Material & Equip.)
  - **TOTAL**: 738
- **OH&P: on Garco (as subcontractor) subcontracted work**
  - 4.00% (of Subcontract)
  - **TOTAL**: 712
- **SUB-TOTAL**: 24,168

### SUB-TOTAL:
- **Insurance**: 1.00% (of Subtotal)
  - **TOTAL**: 242
- **Bond Premium**: 0.75% (of Subtotal)
  - **TOTAL**: 181
- **SUB-TOTAL**: 24,591

### B & O Tax
- 0.47% (of Subtotal)
  - **TOTAL**: 114

### TOTAL - CHANGE ORDER REQUEST
- **TOTAL**: $24,705

### SPECIFIC EXCLUSIONS:
1. WSST
2. Hard rock excavation
**QUOTE**

Date: 5/7/2018

Job Name: Riverfront Howard Street Promenade

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price Per</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td><strong>Mid Howard St. Promenade</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Primary Paving - 6&quot; Reinforced w/V-Groove Pattern</td>
<td>sf</td>
<td>20,260</td>
<td>$7.30</td>
<td>$147,898.00</td>
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<tr>
<td></td>
<td>Exposed Aggregate Curb 1' x 6&quot; - #4 Cont, Trans 4' OC</td>
<td>lf</td>
<td>2,820</td>
<td>$28.12</td>
<td>$79,298.40</td>
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<tr>
<td></td>
<td>Exposed Light Pole Apron 2x2</td>
<td>ea</td>
<td>28</td>
<td>$236.00</td>
<td>$6,608.00</td>
</tr>
<tr>
<td></td>
<td>Light Pole Apron 2x2</td>
<td>ea</td>
<td>21</td>
<td>$100.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td></td>
<td>Dowels - 3/4&quot; x 18&quot; Epoxy Dowels for Construction Joint only @ Stoppages/Between Pours - TBD</td>
<td>ls</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

(subtotal = $240,904.40)

| 2)     | **Canada Island**                                                          |      |          |           |             |
|        | Primary Paving - 6" Reinforced w/V-Groove Pattern                           | sf   | 5265     | $7.30     | $38,434.50  |

(subtotal = $38,434.50)

| 3)     | **North Howard Street**                                                     |      |          |           |             |
|        | Primary Paving - 6" Reinforced w/V-Groove Pattern                           | sf   | 2,230    | $7.30     | $16,279.00  |
|        | Light Pole Apron 2x2                                                       | ea   | 11       | $100.00   | $1,100.00   |
|        | Sidewalk                                                                   | sf   | 1,100    | $6.50     | $7,150.00   |
|        | Vertical Curb                                                              | lf   | 107      | $26.00    | $2,782.00   |

(subtotal = $27,311)

Concrete Sealer

|       | sf                           |      |          | $0.30     |             |
MATERIALS PLAN - SHEET 9

SCALE: 1"=20'-0" 

MATCH LINE (SEE LM1.05)
MATCH LINE (SEE LM1.01)
PAV Added Concrete for Stage Plus Sealer for Pavilion Floor

Based on the attached hours and subcontractor pricing— the pricing seems reasonable.

Lorraine Mead
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Unit</th>
<th>QUAN.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>03101-00</td>
<td>AGT - Furnish high performance, Ultra Grade aqua blue 1/2&quot; glow stone.</td>
<td>300.0</td>
<td>LBS</td>
<td>36.05</td>
<td>-</td>
<td>10,815</td>
<td>-</td>
<td>-</td>
<td>10,815</td>
<td>-</td>
<td>10,815</td>
<td></td>
</tr>
<tr>
<td>03101-00</td>
<td>Spilker Precast - Seed, cast and polish AGT glow rock aggregate in precast seats.</td>
<td>1.0</td>
<td>LS</td>
<td>38,600.00</td>
<td>-</td>
<td>-</td>
<td>38,600</td>
<td>-</td>
<td>38,600</td>
<td>-</td>
<td>49,415</td>
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</tr>
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<td></td>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>10,815</td>
<td>-</td>
<td>38,600</td>
<td>-</td>
<td>49,415</td>
<td>-</td>
<td>52,581</td>
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</table>

**ADD-ONS:**
- OH&P: on Garco (as subcontractor) self-performed work. 15.00% (of Labor, Material & Equip.) 1,622
- OH&P: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract) 1,544

**SUB-TOTAL** 52,581

**INSURANCE**
- 1.00% (of Subtotal) 526

**BOND PREMIUM**
- 0.75% (of Subtotal) 394

**SUB-TOTAL** 53,501

**B & O Tax**
- 0.47% (of Subtotal) 247

**TOTAL - CHANGE ORDER REQUEST** $53,749

**SPECIFIC EXCLUSIONS:**
1. WSST
Ambient Glow Technology

Peter Tomé
12 - 1064 Salk Road
Pickering, ON., L1V 1B
1.877.248.8641
ptome@universal-onx
1.905.250.9645
HST#: 85800 0300 RT0001

Garco Construction
4114 E Broadway Ave.
Spokane, Wa 99202
1.877.248.8641
4114 E Broadway Ave.

REQUESTED BY:
Scott Battaglia

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
<th>QTY. lbs.</th>
<th>COST/ lb. (USD$)</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGT-U-AB-T 1/2”</td>
<td>High Performance - ULTRA GRADE - AQUA BLUE 1/2” GLOW STONE (9-14 mm)</td>
<td>300</td>
<td>$34.00</td>
<td>$10,200.00</td>
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<tr>
<td></td>
<td>* Based on a quantity of 300 pounds</td>
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</table>

Invoice Subtotal: $10,200.00
Shipping: $614.00

TOTAL: $10,814.00
We hereby submit specifications and estimates for:

Precast Concrete Products as noted

Precast Concrete Gray Polished Seatwall Cap

- Average Unit Size - 6ft lengths and 4" Thick
- Nose of Seating - 1" Maximum Radius (Per Revised Drawing 12/3/18)
- * Glow Rock & Skate Stops to be provided by others
- Excludes Parapet at Balcony to be bid separately
- Includes Embed Inserts and Bolts Only
- Layout to be Provided by General Contractor

Product Total: $125,000.00

Breakdown on Costs

- Precast: $86,400.00
- Glow Rock (supplied by others): $38,600.00 (includes T&M to add Rock - Polishing)

Pricing Assumes the Following based on Plans Provided:

- Type III Non-White Cement / Std Aggregates & Sand - Glow Rock by Others / Finish: Polished / Color: Gray

** Although Strict Controls on Batching in Colored Concrete Production, Slight Color Variations Can Be Experienced Due to Temperature and Relative Humidity During the Curing Process. Small stress cracks and surface crazing are a natural occurrence in concrete and not covered by warranty.**

Includes: Full Load Deliveries, Engineering, Field Verification, Embed Inserts & Bolts

Excludes: Angle Iron, Glow Rock, Skate Stops, Install, Stain/Sealer and Tax

* Note: We are 'Not' members of PCI or APA, but we do maintain an ACI Level 1 inspector at our plant.

** Note: There will be a Shipping/Handling Charge of $15.00 per pallet in addition to the Bid Price.

*** Note: If lifting inserts are requested, patching infill material can be provided.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

See Above

Payment to be made as follows:

- Monthly Progress Billings due Net 10th of Month - No Discounts or Retainage

Material Supplier's Terms Supercede all other Contract Terms.

Authorized Signature

Kevin Spilker

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed.

Sign & Return to Spilker Precast
PAV Seat Wall Illumination

Based on the attached subcontractor pricing— the pricing seems reasonable.

Lorraine Mead
Schindler Elevator Company - Change Order Request (COR)

Job No/Title: Riverfront Park US Pavilion
COR No: 1 Date: 1/4/2019
COR Title: Submittal Upgrades Ref Dwg/Spec:
From: Schindler Elevator
To: Garco Construction

SCOPE OF WORK

Change Notice due to Upgrade selections in submittal package.

Reason for Change: Cab Upgrades

Related Issues & Impacts (RFI, EWO#):
Assumptions /Conditions:
Exclusions: None

PROPOSED COST & TIME

Change Contract Amount?  ☑ Yes ☐ No  Amount: $2150.00  Impact Costs?  ☐ Included ☑ None ☐ Deferred
Change Contract Time?  ☑ Yes ☐ No ☐ Deferred  Calendar Days Change:
Work is: ☑ Completed ☐ Ongoing ☐ Pending  Agreement needed by: 1/14/2019  Impact if Late:

CHANGE ORDER COST SUMMARY & MARKUP

<table>
<thead>
<tr>
<th>(LABOR)</th>
<th>NAME</th>
<th>CLASSIFICATION</th>
<th>HOURS</th>
<th>Actual Wage &amp; Vacation Pay</th>
<th>EXTENDED AMOUNTS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total Cost of Labor (A)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Freight)</td>
<td>DESCRIPTION</td>
<td>Day</td>
<td>RATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Rates Obtained From:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Protective Pads and Hooks Upgrade
Base/Frieze/Reveal Package Upgrade to Stainless Steel

| Sub Total on Freight Charges (B) | $750.00 |
| Sub Total on Material Costs (C) | $2,150.00 |
| Sub Total | | |
| Sub Total on Inspection Fees (D) | |

TOTAL OF (A) (B) (C) (D)  $2,150.00
Subcontractor Total

0% OH&P Markup  $0.00
Sales Tax (included)  6.00%  $0.00
TOTAL COR VALUE  $2,150.00

GC Signature/Approval

Signed: Levi Evenson  Date: 01/04/19
Levi Evenson, Project Manager
<table>
<thead>
<tr>
<th>Project Name:</th>
<th>PAVILION</th>
<th>RFP No:</th>
<th>PAV 14</th>
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<tbody>
<tr>
<td>Project No.</td>
<td>SC6B0322000</td>
<td>Date:</td>
<td>11/29/18</td>
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<tr>
<td>Owner:</td>
<td>Spokane Parks &amp; Recreation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>Garco Construction</td>
<td>Architect/Eng:</td>
<td>NAC/Berger/Jacobs</td>
</tr>
</tbody>
</table>

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. 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 add back all the non-custom vinyl wall coverings (VWC 5.1) in the Administration Building per the Room Finish Schedule A3.31.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>07009-00</td>
<td>All Wall Contracting - Furnish and install VWC per plans.</td>
<td>1.0</td>
<td>LS</td>
<td></td>
<td>18,830.00</td>
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<td>-</td>
<td>-</td>
<td>18,830</td>
<td>-</td>
<td>18,830</td>
<td>18,830</td>
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</table>

**SUB-TOTALS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>OH&amp;P: on Garco (as subcontractor) self-performed work.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15.00%</td>
<td></td>
<td></td>
<td></td>
<td>753</td>
</tr>
<tr>
<td>OH&amp;P: on Garco (as subcontractor) subcontracted work</td>
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<td>4.00%</td>
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<td>753</td>
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</table>

**ADD-ONS: SUB-TOTAL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>1.00%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15.00%</td>
<td></td>
<td></td>
<td></td>
<td>196</td>
</tr>
<tr>
<td>Bond Premium</td>
<td>0.75%</td>
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<td>4.00%</td>
<td></td>
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<td>147</td>
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**SUB-TOTAL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>B &amp; O Tax</td>
<td>0.47%</td>
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<td></td>
<td></td>
<td></td>
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<td>92</td>
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</tbody>
</table>

**TOTAL - CHANGE ORDER REQUEST**

$ 20,018

**SPECIFIC EXCLUSIONS:**

1. WSST
2. Custom or graphic VWC
Job Estimate

Date: 12-7-18
Bid Number: 18-353

We are pleased to submit the following cost estimate:

Job Description: US Pavilion Wallcovering

<table>
<thead>
<tr>
<th>Item</th>
<th>Scope of Work</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wallcovering</td>
<td>Furnish and install <strong>Wallcovering</strong> as per plans, specs and PDCA Standards.</td>
<td>$16,320.00</td>
</tr>
<tr>
<td>Inclusions:</td>
<td>Base bid: provide and install VWC 5.1 and 5.4 in the pavilion as per finish schedule;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prevailing wages; Prime for VWC; All safety and cleanup as required for scope.</td>
<td></td>
</tr>
<tr>
<td>Exclusions:</td>
<td>Corner guards; Termination and trim Molding; Repair of trade damage; Custom print wallcovering (see</td>
<td></td>
</tr>
<tr>
<td></td>
<td>line item); any wall covering in 211 or 213 west wall (see line item);</td>
<td></td>
</tr>
</tbody>
</table>

*Scope of Work Pricing*

**Labor and Materials for Wallcovering:**

**TOTAL ESTIMATE** $16,320.00

**Alternates Pricing**

<table>
<thead>
<tr>
<th>Alternates</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate #1 Provide and install custom print wall coverings</td>
<td>Add: $25,757.00</td>
</tr>
<tr>
<td>Alternate #2 Provide and install 5.1 in 211 and 213 to 6’ 5” at west wall</td>
<td>Add: $2,510.00</td>
</tr>
</tbody>
</table>

*Rooms 211 and 213 were shown on elevation but not on finish schedule.

WE HAVE SEEN 0 ADDENDA

THESE PRICE QUOTES ARE GOOD ONLY FOR 30 DAYS FROM THE BID DATE

These prices are bid as a package price and should not be used otherwise unless approved by All Wall Contracting

*Washington State Sales Tax is Excluded
2/1/19

PAV RFP#14 Add Vinyl Wall Covering

Based on the attached subcontractor pricing – the pricing seems reasonable.

Lorraine Mead
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01001-00</td>
<td>NAC Architecture - Furnish interior design services based on NAC proposal.</td>
<td>1.0</td>
<td>LS</td>
<td>6,020.00</td>
<td>-</td>
<td>-</td>
<td>6,020</td>
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<td>-</td>
<td>-</td>
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<td>6,020</td>
</tr>
<tr>
<td></td>
<td>SUB-TOTALS</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>6,020</td>
<td>-</td>
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<tr>
<td></td>
<td>OH&amp;P: on Garco (as subcontractor) self-performed work.</td>
<td></td>
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<td></td>
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<td>15.00%</td>
<td>(of Labor, Material &amp; Equip.)</td>
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<tr>
<td></td>
<td>OH&amp;P: on Garco (as subcontractor) subcontracted work</td>
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<td>4.00%</td>
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<td>1.00%</td>
<td>(of Subtotal)</td>
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<td>Bond Premium</td>
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**SPECIFIC EXCLUSIONS:**
1. WSST
2. Vinyl wall covering
3. Graphic design
Rob,

The cost for interior design is $6020. This includes item 1 and 2 below, furniture and art selection and a small allowance for any adjustment in currently established interior design elements (current colors and finishes).

The cost for graphic design is $6995. This is focused on graphic design of custom wallcovering (graphic patterns, colors, potentially text and wayfinding).

For both the interior design and the graphic design we are expecting to propose and refine options then complete documentation (items 3, 4 and 5 below). All other assumptions noted below remain...the total for both is still $13015.

I hope this helps. Let me know if there are any other questions.

Keith Comes  
AIA, LEED AP  
NAC Architecture

Keith,

It appears that the Parks would like your proposal broken out between items 1 and 2 below. Can you revise accordingly?

ROB DECKER  
GARCO CONSTRUCTION | Project Manager  
4114 East Broadway, Spokane WA 99202  
o: (509) 535-4688 | d: (509) 232-1269  
c: (509) 710-8114 | robertd@garco.com

Rob,

The Owner has requested a proposal for additional interior design services for the Pavilion’s West Building. As discussed during a meeting on 11.20.18, added interior design services include design of custom VWC (graphic patterns, colors, potentially text and wayfinding), furniture and artwork selection. In general, the interior design process is to include:
1. **Current interior design status** - A meeting/presentation to review current status of interior design finishes, colors and materials. The meeting is to review interior design status presented previously as a reminder for those who had attended a previous presentation and also to inform those who were unable to attend the previous meeting. Review of modifications to the interior design as the result of the VE process would also be addressed. This meeting was held 11.28.18.

2. **Owner’s goals** - A second purpose for the meeting on 11.28.18 is to gain an understanding of the Owner’s goals for the additional interior design services. The Owner has a total budget for additional interior design of $75,000 including interior design service. It is the Owner’s goal that the interior spaces have “pop and sizzle!”

3. **Propose options** - With an understanding of Owner’s goals, NAC will present options for consideration.

4. **Refine options** - A single option will be further developed.

5. **Complete documentation** - Upon approval of the refined option, documentation will be completed.

It is assumed that the current interior design presented at the 11.28.18 meeting as illustrated on the attached diagrams will remain essentially unchanged.

1. Graphic Design of custom VWC includes 2 additional meetings with City representatives to establish and review graphic concepts. The graphic design will be led by Juliette Bellocq from NAC’s graphic design studio in LA. Kelly Hendrickson will have a supporting role. The process is limited to these 2 meetings, up to 3 proposed graphic concepts and refinement of a single option.

2. Furniture and art selection will be led by Kelly Hendrickson. Furniture selections will be based on standards established by furniture at the Looff Carrousel. Kelly will attend 2 additional meetings with City representatives to discuss, review and finalize furniture and art selections.

3. Additional work can be completed at Juliette’s and Kelly’s standard hourly rates of $175 and $115 respectively.

The proposed fee for these added interior design services is $13,015. Please review this proposal with the Owner and let me know if there are any questions.

**Keith Comes, AIA, LEED AP**  
*Managing Principal*  
P 509 838 8240  
NAC ARCHITECTURE  
nacarchitecture.com
Rob,

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Keith Comes, AIA, LEED AP
Managing Principal
509 838 8240
nacarchitecture.com
RIVERFRONT PARK MODERNIZATION

Request for Proposal (RFP)

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Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. 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 for the ASI#30 Circuiting Revisions dated 12/19/18 from NACE that ensure that all the exterior light poles have WiScape controls for consistency throughout the Park.

Pricing is for WiScape for the Oak Allee Lighting as the other is part of the GMP.
PROJECT: Riverfront Park Pavilion 111-17036

DATE SENT: 12/19/2018

SUBJECT: Circuiting Revisions associated with WiScape

SUPPLEMENTAL INSTRUCTION ID: ASI-030

TYPE: Supplemental Instruction

TRANSMITTAL ID: 00055

PURPOSE: For Information Only

VIA: Info Exchange

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<td>Robert Kuffel</td>
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<td><a href="mailto:rkuffel@NACARCHITECTURE.com">rkuffel@NACARCHITECTURE.com</a></td>
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<tr>
<td>Jeremy Sweatt</td>
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<td>Pete Madsen</td>
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**BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE.**

---

**CONFORMED SET**

**RIVERFRONT PARK US PAVILION**

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2. Connect panel controller to feed side of incoming circuit.

General Notes:

4. Provide emergency barrier partition between relays 4 and 5.

4. Provide emergency barrier partition between relays 5 and 6.

Entry Vestibule 116 DZ 1 EM R5 XH1 13 1,2,3,4

Spare R3 - - -

Circuit # Notes:

1. Daylight sensor for this zone.

2. Occupancy sensor(s) in this zone.

3. EMERGENCY LIGHTING. PROVIDE UL924 DEVICES AS NECESSARY.

Task perform emergency work only partition return relay 3-5.

CIRCUIT # NOTES

11 *NOTE 20* - - - - - - -

5 LINEAR ON/OFF (3) DOWNLIGHTS ON/OFF (3) PENDANT ON/OFF (3) A/V MODE 1 (12) FADER (19) ALL ON/ALL OFF (3) - -

5 "LOWER" TO INCREMENTALLY LOWER LUMINAIRE OUTPUT

SPARE R24 - - -

Low Voltage Button Station Schedule

10 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.

9 "CORRIDOR OFF" BUTTON NO TO BE FUNCTIONAL DURING BUSINESS HOURS.

8 "RAISE" AND "LOWER" TO INCREMENTALLY ADJUST P03 IN OPEN OFFICE AREA.

EXT BLADE LIGHTING RGB CLC N XH1 40,42 3,4

EXT BLADE LIGHTING RGB CLC J XH1 32,34 3,4

EXT BLADE LIGHTING RGB CLC A XH1 20,22 3,4

EXT BLADE LIGHTING RGB CLC M XH1 36,38 3,4

EXT BLADE LIGHTING RGB CLC H XH1 28,30 3,4

3. DMX CONTROL.

Spare - - - -

E0.04 Tick bo the 125 EM R5 XH1 12 2,3,4

SPARE R5 XH1 12 2,3,4

Event Prep113 R2 MH2 6 2,4

Break 115 DZ2 R2 MH2 4 1,2

Spare R2 MH2 4 2

LCM110

LCM114

LCM115

LCM104

LCM108

Number Branch Panel Branch

Zone Description Relay

Corridor 117 R4 MH2 2 2,4

Entry vestibule 101 DZ1 EM R6 XH1 7 -

East Event Floor 100 N R3 MH2 2 2

East Event Floor 100 DZ1 S R1 MH2 2 1,2

East Event Floor 100 DZ2 N R2 MH2 2 1,2

Flight 115 DZ2 R2 MH2 4 1,2

EAST EVENT FLOOR 100 N R3 MH2 2 2

TICKET BOOTH 125 EM R5 XH1 12 2,3,4

SPARE R7 - - -

SPARE R8 - - -

SPARE R13 - - -

SPARE R17 - - -

EAST EVENT FLOOR 100 DZ2 N R6 XH1 13 1,2,3,4

CORRIDOR 117 R4 MH2 2 2,4

SPARE R4 MH2 4 2

EAST EVENT FLOOR 100 N R3 MH2 2 2

1 ALL ON (1) RAISE (4) WEST ON/OFF (11) LOWER (5) ALL OFF (2) - - - -

6 ALL ON (1) EAST ON/OFF (10) RAISE (4) WEST ON/OFF (11) LOWER (5) ALL OFF (2) - -

7 TACH TO INCREMENTALLY ADJUST P03 IN OPEN OFFICE AREA.

6 "ALL ON" AND "ALL OFF" TO SWITCH R02A ABOVE RECEPTION DESK.

8 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.

9 "CORRIDOR OFF" BUTTON NO TO BE FUNCTIONAL DURING BUSINESS HOURS.

11 "WEST ON/OFF" TO TOGGLE LIGHTING WEST OF THE MAIN CORRIDOR.

8 "RAISE" AND "LOWER" TO INCREMENTALLY ADJUST P03 IN OPEN OFFICE AREA.

15 "PARTY MODE 2" FOR OWNER SPECIFICATION. COORDINATE FUNCTION WITH OWNER.

9 "CORRIDOR OFF" BUTTON NO TO BE FUNCTIONAL DURING BUSINESS HOURS.

14 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.

10 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.

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13 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.

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13 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.

13 "EAST ON/OFF" TO TOGGLE LIGHTING EAST OF THE MAIN CORRIDOR.
**PROJECT:** Riverfront Park Pavilion 111-17036  
**DATE SENT:** 12/19/2018

**SUBJECT:** Circuiting Revisions associated with WiScape  
**SUPPLEMENTAL INSTRUCTION ID:** ASI-030

**TYPE:** Supplemental Instruction  
**TRANSMITTAL ID:** 00055

**PURPOSE:** For Information Only  
**VIA:** Info Exchange

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<td>509-838-8240</td>
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<td>Jeremy Sweatt</td>
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<td>Rob Decker</td>
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<td><a href="mailto:robertd@garco.com">robertd@garco.com</a></td>
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Riverfront Park Pavilion
111-17036
Circuiting Revisions associated with WiScape

ASI-030

Berry Ellison

Electrical
Draft

Team,

Please see attached revised electrical drawings with circuiting revisions associated with WiScape.

Thank you,

Rob Kuffel
BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE. 
1878.66' 
43N, 44W 
NAVD 88 
# 
nacarchitecture.com 
OPR2017-0373 
TYPE OF IMPROVEMENT: 
E0.03 
SCHEDULES - LIGHTING 
VYG 
nDO 
nJKS 
nJKS 
-- 
CONFORMED SET 
RIVERFRONT PARK US PAVILION 
CONFORMED SET 
07-02-2018 
- EXTERIOR LUMINAIRE SCHEDULE - 
TYPE MANUFACTURER CATALOG NUMBER ACCESSORIES VOLTAGE VA WATTS DELIVERED LUMENS K TEMP CRI NOTES 
Z01 B-K ... TO SHEET E7.09 DETAIL 4. ZE15 LITHONIA WST LED-P2-30K-VF-277-DDBXD-E20WC 277 V 28 25 3236 3000 70 N/A MOUNT AT 12' AFF. 
- INTERIOR LUMINAIRE SCHEDULE - 
TYPE MANUFACTURER CATALOG NUMBER ACCESSORIES VOLTAGE VA WATTS DELIVERED LUMENS K TEMP CRI NOTES 
P01 AXIS ... ARROWS AS INDICATED. PROVIDE UNSWITCHED PHASE CONDUCTOR FROM NEAREST EMERGENCY CIRCUIT SERVING LOCAL SWITCH GROUP. 
BY REVISIONS DATE OWNER REQUESTED CHANGES 11/15/18 ASI-026 STAIRWELL LTG 12/05/18
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<td>TOILET 112A</td>
<td>EM R8 XH1</td>
<td>2,3</td>
<td></td>
</tr>
<tr>
<td>WC WOMENS 102</td>
<td>EM R5 XH1</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>WC MENS 103</td>
<td>EM R5 XH1</td>
<td>2,3</td>
<td></td>
</tr>
<tr>
<td>KITCHEN 123</td>
<td>R3 MH2</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>ZONE DESCRIPTION</td>
<td>RELAY NUMBER</td>
<td>BRANCH PANEL</td>
<td>BRANCH CIRCUIT</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------------</td>
</tr>
<tr>
<td>ENTRY VESTIBULE 116</td>
<td>DZ2 EM R6 XH1</td>
<td>1,2,3,4</td>
<td></td>
</tr>
<tr>
<td>ENTRY VESTIBULE 117</td>
<td>DZ2 EM R6 XH1</td>
<td>2,3</td>
<td></td>
</tr>
<tr>
<td>ENTRY VESTIBULE 118</td>
<td>DZ2 EM R6 XH1</td>
<td>1,2,3</td>
<td></td>
</tr>
<tr>
<td>TOILET 112A</td>
<td>EM R8 XH1</td>
<td>2,3</td>
<td></td>
</tr>
<tr>
<td>WC WOMENS 102</td>
<td>EM R5 XH1</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>WC MENS 103</td>
<td>EM R5 XH1</td>
<td>2,3</td>
<td></td>
</tr>
<tr>
<td>KITCHEN 123</td>
<td>R3 MH2</td>
<td>6</td>
<td>2</td>
</tr>
</tbody>
</table>

**NOTES:**
- **1.** DAYLIGHT SENSOR FOR THIS ZONE.
- **2.** OCCUPANCY SENSOR(S) IN THIS ZONE.
- **3.** DMX CONTROL.
- **4.** PROVIDE EMERGENCY BARRIER PARTITION BETWEEN RELAYS 2 AND 3.
- **5.** PROVIDE EMERGENCY BARRIER PARTITION BETWEEN RELAYS 4 AND 5.
- **6.** LUMINAIRES TO BE ON ONLY DURING EMERGENCY MODE.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>16001-00</td>
<td>Power City Electric - Furnish and install Wiscape revisions per ASI-030 for new light fixtures on Oak Allee.</td>
<td>1.0</td>
<td>LS</td>
<td>7,200.00</td>
<td>-</td>
<td>-</td>
<td>7,200</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>7,200</td>
<td>7,200</td>
</tr>
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</table>

**ADD-ONS:**
- OH&P: on Garco (as subcontractor) self-performed work. 15.00% (of Labor, Material & Equip.)
- OH&P: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract)

**SUB-TOTAL** 7,488

<table>
<thead>
<tr>
<th></th>
<th>média</th>
<th>1.00% (of Subtotal)</th>
<th></th>
<th>75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>0.75% (of Subtotal)</td>
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<td>75</td>
<td></td>
</tr>
<tr>
<td>Bond Premium</td>
<td>0.75% (of Subtotal)</td>
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<td>56</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL** 7,619

|                         | 0.47% (of Subtotal) |            | 35   |
| B & O Tax               | 0.47% (of Subtotal) |            | 35   |

**TOTAL - CHANGE ORDER REQUEST** $ 7,654

**SPECIFIC EXCLUSIONS:**
1. WSST
2. Wiscape costs not included in this proposal will be covered with DB contingency use.
Proposal

<table>
<thead>
<tr>
<th>PROPOSAL SUBMITTED TO</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garco Construction</td>
<td>1/9/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STREET</th>
<th>JOB NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>4114 E Broadway</td>
<td>MOD-46 Pole modifications to convert to Wiscape</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, AND ZIP CODE</th>
<th>JOB LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spokane WA 99202</td>
<td>507 N Howard St Spokane, WA 99201</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTN:</th>
<th>PHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Decker</td>
<td>509-535-4688</td>
</tr>
</tbody>
</table>

Rob,
Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows.

**Inclusions**
- Added 15 WiScape Modules.
- Modified Z01 and Z11 pole caps to accept Wiscape modules.
- Additional startup services

**General Exclusions**
- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Engineering Fee’s and design

**Total Price** $21,610.00
Cost to Owner is only for modules for added light fixtures at Oak Allee at $7,200.

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

<table>
<thead>
<tr>
<th>Proposal Acceptance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Customer Signature</td>
</tr>
</tbody>
</table>
### DESCRIPTION OF WORK;

- **PCE LABOR AND MATERIAL TO INSTALL MODULES**
  - AMT.: $10.00
  - LABOR: $61.80
  - MTRL. EXT.: $150.00
  - LBR. EXT.: $927.00
  - EXTENSION: $1,077.00

- **Light Fixture modification and added modules**
  - AMT.: $17,574.90
  - LABOR: $0.00
  - MTRL. EXT.: $17,574.90
  - LBR. EXT.: $0.00
  - EXTENSION: $17,574.90

**SUBTOTAL**: $18,651.90

**DIRECT JOB EXPENSES**

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck/Trailer</td>
<td>46.35</td>
<td>7.92</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>All Terrain cart</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fork lift</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scissor Lift</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERMIT</td>
<td>41.72</td>
<td>25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sm tools/Consum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety</td>
<td>9.27</td>
<td>9.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Tools</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOUSE KEEPING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MATERIAL TOTAL**: $17,724.90

**LABOR TOTAL**: $927.00

**JOB EXPENSE**: $139.53

**SUBTOTAL**: $18,791.43

**OH & P**: $2,818.71

**TOTAL**: $21,610.14
Quick Service Quotation

WESCO Distribution, Inc
Spokane Sales Office

This quotation constitutes an offer to sell which offer expressly limits acceptance to the terms of this offer attached to this quotation. This offer shall be firm for a period of (30) days from the date of this offer.

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS contained in a master agreement that modify WESCO’s standard terms, buyer agrees that this quote and any resulting purchase order will be governed by WESCO’s terms and conditions dated 011107 available at http://www.wesco.com/terms_conditions_of_sale.pdf, which terms are incorporated herein by reference and made part hereof. Please contact the seller identified on this quote if you require a printed copy.

Customer: PCE  Date: January 9, 2019
Attn: Steve Gilbertz  Project Name: River Front Park

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Catalog Number and Description</th>
<th>Unit price U/M</th>
<th>Total Price</th>
<th>Terms</th>
<th>Shipping Time (Weeks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>LOT CONSISTING OF:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>** Pole Cap Modifications to add Wiscap Modules.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>** Additional Lighting control Drawings/Start Up.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>** (15) WIR-RMI-IO Modules</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: POLE CAP MODIFICATIONS FOR TYPES Z01, Z01A, Z01B, Z11 AND Z11A ONLY.

Thank you!

***ONLY ITEMS LISTED ABOVE ARE INCLUDED IN THIS QUOTATION***

F.O.B Point of shipment. The prices stated in this offer shall, unless renewed, automatically expire (30) days from the date of this offer.

Tony Rinaldi  ph 509-456-7501
Arinaldi@wescodist.com

CUSTOMER COPY
Lorraine,

Jack had asked me to take a look at this.

We take no exception to the change.

David Baumann
NAC Engineering

Hello David,

Can you review pricing and get back to me?

Thanks
Jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

Jack,

Can you review this pricing?

Thanks,
Lorraine

From: Robert Decker <robertd@garco.com>
Sent: Friday, January 25, 2019 9:09 AM
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Unit Price</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Side Slope - Site demo, clearance, establish subgrade, excavate/basket/compact retaining walls, finish grade, compact gravel.</td>
<td>1.0 LS 1,180.00 2,000.00 41,400.00 1,180.00 2,000.00 41,400.00</td>
<td>44,580</td>
<td></td>
</tr>
<tr>
<td>Demolition - Demolition of existing sidewalks and footings/haul-off.</td>
<td>1.0 LS 2,500.00 9,117.50 11,618</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pioneer Waterproofing - Furnish and install concrete erosion repair.</td>
<td>1.0 LS 13,820.00 13,820.00 13,820.00 13,820.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cameron-Reilly - Furnish and install concrete sidewalks. (Pump and core drill of wells for fence by Garco)</td>
<td>2131.0 SF 1.85 2.00 5.50 3,942.25 4,226.00 11,720.50 19,925</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cameron Reilly - Form, reinforce and finish retaining walls.</td>
<td>1.0 LS 49,392.00 49,392.00 49,392.00 49,392.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garco - Furnish and install handrail.</td>
<td>250.0 LF 30.00 30.00 7,000.00 7,000.00 7,000.00 7,000.00 15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northwest Fence - Furnish and install 3’6” black/vinyl CL fencings.</td>
<td>85.0 LF 45.00 45.00 45.00 45.00 3,625 3,625</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power City Electric - Furnish and install site/pathway lighting.</td>
<td>1.0 LS 45,301.00 45,301.00 45,301.00 45,301.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Expressions - Furnish and install irrigation and landscaping.</td>
<td>1.0 LS 25,000.00 25,000.00 25,000.00 25,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTALS</strong></td>
<td></td>
<td>11,442 8,600 8,762 119,576 228,460</td>
<td></td>
</tr>
<tr>
<td><strong>ADD-OBS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O&amp;M: on Garco (as subcontractor) self-performed work.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O&amp;M: on Garco (as subcontractor) subcontracted work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Premium</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B &amp; O Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL - CHANGE ORDER REQUEST</strong></td>
<td></td>
<td></td>
<td>$ 246,121</td>
</tr>
</tbody>
</table>

**SPECIFIC EXCLUSIONS:**

1. WSST
2. Hard rock excavation
Garco Construction
4114 E. Broadway
Spokane, WA 99202

Project 17-21 US PAVILION

<table>
<thead>
<tr>
<th>Description</th>
<th>Project Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid estimate for ADA sidewalk/ramp outside northeast of US Pavilion; connect to stairs under Washington Street bridge.</td>
<td>41,400.00</td>
</tr>
</tbody>
</table>

Estimate includes:

1. Remove topsoil, sod & stumps. Demo existing retaining walls, footings, and asphalt sidewalk
2. Footing excavation/compaction for new retaining walls
3. Backfill/compaction on new walls
4. Place, grade and compaction for new sidewalk

Subtotal $41,400.00

Sales Tax (0.0%) $0.00

Total $41,400.00

Cell # | Phone # | Fax # | E-mail         |
-------|---------|-------|----------------|
(509) 951-2189 | (509) 238-5172 | (509) 238-5172 | ranchbossbars@gmail.com
# Invoice

**Northside Bobcat Service**
PO Box 66
Colbert, WA 99005-0066

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/19/2019</td>
<td>3737</td>
</tr>
</tbody>
</table>

**Bill To**
Garco Construction
4114 E. Broadway
Spokane, WA 99202

---

**Serviced**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demo bench wall and footing in contract area</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Mini-Excavator</td>
<td>5</td>
<td>115.00</td>
<td>575.00</td>
</tr>
<tr>
<td>Bobcat S130</td>
<td>5</td>
<td>100.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Bobcat with Breaker</td>
<td>5</td>
<td>165.00</td>
<td>825.00</td>
</tr>
<tr>
<td>Demo saw</td>
<td>1</td>
<td>100.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Subtotal** $2,000.00

**Sales Tax (0.0%)** $0.00

**Total** $2,000.00

**Customer Resale No.**
600-297-734

**A service charge of 1.5% will be applied to all balances over 30 days**
**Northside Bobcat Service**
PO Box 66
Colbert, WA 99005-0066

---

**Invoice**

**Date** 1/13/2019
**Invoice #** 3732

---

**Bill To**
Garco Construction
4114 E. Broadway
Spokane, WA 99202

---

**P.O. No.**
CO #1-US Pavilion/Promena

---

<table>
<thead>
<tr>
<th>Serviced</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/7/2019</td>
<td>Operator load-out with Garco Backhoe</td>
<td>8</td>
<td>60.00</td>
<td>480.00</td>
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<tr>
<td>1/7/2019</td>
<td>Bobcat breaker</td>
<td>1</td>
<td>165.00</td>
<td>165.00</td>
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<tr>
<td>1/7/2019</td>
<td>Trucking</td>
<td>9.5</td>
<td>135.00</td>
<td>1,282.50</td>
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<tr>
<td>1/10/2019</td>
<td>Labor</td>
<td>3</td>
<td>60.00</td>
<td>180.00</td>
</tr>
<tr>
<td>1/10/2019</td>
<td>Bobcat T200</td>
<td>8</td>
<td>115.00</td>
<td>920.00</td>
</tr>
<tr>
<td>1/10/2019</td>
<td>Mini-Excavator</td>
<td>8</td>
<td>115.00</td>
<td>920.00</td>
</tr>
<tr>
<td>1/10/2019</td>
<td>Bobcat Breaker</td>
<td>1</td>
<td>165.00</td>
<td>165.00</td>
</tr>
<tr>
<td>1/11/2019</td>
<td>Labor</td>
<td>11</td>
<td>60.00</td>
<td>660.00</td>
</tr>
<tr>
<td>1/11/2019</td>
<td>Bobcat T200</td>
<td>8</td>
<td>115.00</td>
<td>920.00</td>
</tr>
<tr>
<td>1/11/2019</td>
<td>Mini-Excavator</td>
<td>8</td>
<td>115.00</td>
<td>920.00</td>
</tr>
<tr>
<td>1/11/2019</td>
<td>Bobcat S130</td>
<td>4</td>
<td>100.00</td>
<td>400.00</td>
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<tr>
<td>1/11/2019</td>
<td>Bobcat Breaker</td>
<td>1</td>
<td>165.00</td>
<td>165.00</td>
</tr>
</tbody>
</table>

---

**Customer Resale No.**
600-297-734

---

**Subtotal** $7,177.50

**Sales Tax (0.0%)** $0.00

**Total** $7,177.50

---

**Payments/Credits** $0.00

**Balance Due** $7,177.50

---

_A service charge of 1.5% will be applied to all balances over 30 days_
**Quote**

**Date:** 1/18/2019

**Job Name:** US Pavilion Site Concrete - 100%

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price Per</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6&quot; Concrete Paving (w/265' Thick Edge) #4 12&quot;ocew</td>
<td>SF</td>
<td>7,591</td>
<td>$7.10</td>
<td>$53,896.10</td>
</tr>
<tr>
<td>2</td>
<td>6&quot; Reinforced Plaza area</td>
<td>SF</td>
<td>21,566</td>
<td>$7.10</td>
<td>$153,118.60</td>
</tr>
<tr>
<td>3</td>
<td>2' Wide Exposed Band - 2' x 4&quot;-Green Curb</td>
<td>LF</td>
<td>704</td>
<td>$29.00</td>
<td>$20,416.00</td>
</tr>
<tr>
<td>4</td>
<td>1' Wide Exposed Band - 1' x 8&quot;-Green Curb</td>
<td>LF</td>
<td>431</td>
<td>$26.50</td>
<td>$11,421.50</td>
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<tr>
<td>5</td>
<td>Site Stairs (Excludes Imbeds/Handrail)</td>
<td>SF</td>
<td>185</td>
<td>$75.00</td>
<td>$13,875.00</td>
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<tr>
<td>6</td>
<td>V-Groove Pave</td>
<td>LF</td>
<td>4746</td>
<td>$3.00</td>
<td>$14,238.00</td>
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<tr>
<td></td>
<td>Excludes Dowels, Joint Sealing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4&quot; Exposed Aggregate Concrete (#4 Bar 12&quot; OCEW)</td>
<td>SF</td>
<td>3868</td>
<td>$9.35</td>
<td>$36,165.80</td>
</tr>
<tr>
<td>8</td>
<td>4&quot; Extra Concrete Areas</td>
<td>SF</td>
<td>6735</td>
<td>$5.50</td>
<td>$37,042.50</td>
</tr>
<tr>
<td>9</td>
<td>Concrete Sealer</td>
<td>LS</td>
<td>1</td>
<td>$11,500.00</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>10</td>
<td>Scrambler Steps</td>
<td>LS</td>
<td>1</td>
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<td>11</td>
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<td>$49,392.00</td>
<td>$49,392.00</td>
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<th><strong>Total</strong></th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$440,925.50</strong></td>
</tr>
</tbody>
</table>

**Notes:**

*This quote may be withdrawn if not accepted within 14 days*

Price above includes the following mobilizations: 4.00 Additional mobilization: $750.00

Price excludes staking, testing, restoration, traffic control, cold weather protection, joint sealing and gravel. Subgrade for curb machine to be 5’ wide at grade of trimmable material. Otherwise, subgrade on grade. Final quantities to be field measured. General or Owner to provide wash-out tubs if required.
January 11, 2019

Garco Construction
4114 E Broadway
Spokane WA 99202

Regarding: Riverfront Park US Pavilion—Concrete Repair at tilt up walls at 6 locations.

**Scope:**

- Grind out delaminated concrete
- Clean any corroded steel reinforcement. Coat with Zinc rich primer
- Install expansion material at vertical repairs.
- Form and pump areas for repair.
- Concrete spall at east corner (Washington) remove spalled concrete, square cut area to be patched. Patch area using BASF MasterEmaco N 425.

**Our price for the above-mentioned work will be:** $13,820.00

**Note: Garco to provide weather protection and Heating.**

Thank you for your time and attention to our proposal. If you have any questions, please call.

Sincerely,

Doug Flewelling.
To: Garco  
Scott  

From: Roy Masterson  

Black Chain Link Fence and Gate  

92LF x 42” on walls @ N.E. Entry with 2” mesh  
Add for 1” Mesh  
$8220.00  
$455.00  

46LF x 48” (Post set in concrete) with 2” mesh  
Add for 1” Mesh  
$3600.00  
$260.00  

1- 6’ x 11’ Single Swing Gate with 2” mesh  
Add for 1” Mesh  
(VIF Opening)  
$1865.00  
$463.00  

***Note*** Above price for 42” fence includes $1400.00 for Coring Retaining Wall.  

EXCLUSIONS:  
Excavation of Solid Rock  
Temporary Fencing  
Bond, Permit, Clearing,  
Mowstrip,  
Removal and Disposal of existing fence  
Sales Tax  
Staking & Painting/Marking for Utility  
Off Site Disposal of Posthole Soil  
Locate  
Locating Private Utilities  
Grading, Grounding  
Pollution Liability Insurance  
Stamped Engineered Fence Drawings  
Barrier Gates  

Price is good for 30 days.  

Do not hesitate to contact me if you have any questions.
Scott Battaglia
Garco Construction
scottb@garco.com
509-370-8767

From: sunny burlingame <burlingamesteel@hotmail.com>
Sent: Tuesday, January 22, 2019 8:02 AM
To: Scott Battaglia <scottb@garco.com>
Subject: Quote: NE entry handrails

Scott,

Ref: Det 1/LD1.08, LM1.10, LM1.14

The pricing below includes the following steel items FOB our shop:
---Several hundred feet of single line ramp handrails with posts at 4' oc
---All rails and posts bid as HSS 1 1/2" x 1 1/2" x 3/16" square tubing
---Skateboard deterrent plate would be seal welded
---At curved ramps tubing would be rolled to a circular radius only (not spirally rolled)
---One coat gray oxide primer over SP2 / SP3 surface
---Includes field measuring and shop drawings

We do not include:
---Any guardrails
---Any railings per details other than 1/LD1.08
---Galvanizing or powder coating

Price for handrails sloped and/or curved per 1/LD1.08 = $ 39 / ft

Thank you,
Bob
Rob,

Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows.

**Inclusions**
- Includes electrical installation for Qty (3) Z01 pole lights located at the NE Entry. Exact location TBD by others.
- Includes Conduit and wire home runs for added lighting.
- PCE may need assistance from Garco to get equipment in place to set the light poles if access is limited.
- Includes WiScape modules for each fixture as well as additional modules to act as repeaters in order for the Z01 fixtures to receive an adequate signal from another device.
- Pricing is good until 1/20/19.

**General Exclusions**
- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Engineering Fee’s and design

**Total Price $45,301.00**

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator
### Description of Work;

- MOD43-Added Z01 Pole Lights on North Side of Riverfront Park Pavilion
Date: Dec 20, 2018

To: WESCO
E.2025 TRENT AVE
SPOKANE WA 99202
Phone: (509) 456-7501
Fax: (509) 456-7528

For:
Bid Date: Dec 14, 2018
Expires: Jan 13, 2019

<table>
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<td>VALMONT</td>
<td>1500040404S4-DBL-ULWHT3/8 -DT15AC-40R-</td>
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<td>IND</td>
<td>LX416948-ANCHOR BOLTS</td>
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<tr>
<td>3</td>
<td>Z01</td>
<td>VALMONT</td>
<td>FREIGHT</td>
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<td>3</td>
<td>Z01</td>
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<td>CUS-1769-XX (4) DE-LED-X65-FL-BLP-9-A -0/10V-</td>
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<td></td>
<td>30W-0700-MT-ON POLE CAP W/BRACKET</td>
</tr>
<tr>
<td>5</td>
<td>IM</td>
<td>HCS</td>
<td>WIR-RMI-IO</td>
</tr>
<tr>
<td>2</td>
<td>COMM</td>
<td>ELS</td>
<td>LIGHTING CONTROLS DRAWINGS</td>
</tr>
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</table>

Total: $27,245.00

Terms and conditions of sale:
Lamps and Accessories NOT INCLUDED unless otherwise specified.

If there are devices included in this quote, please specify the color BEFORE placing order.

Quote firm for 30 days from date of bid.

ONLY THE MANUFACTURERS TERMS AND CONDITIONS APPLY TO ANY PURCHASE ORDERS THAT MAY ARISE FROM THIS QUOTE.

A MINIMUM OF 2 WEEKS' NOTICE IS RECOMMENDED FOR LIGHTING CONTROL SYSTEM STARTUP AND COMMISSIONING

IF THIS QUOTE CONTAINS CONCRETE BOLLARDS, THEY WILL BE PLUS FREIGHT
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<tr>
<th>Item Desc</th>
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<th>UOM</th>
<th>Mat Ext</th>
<th>Lbr Ext</th>
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<td>1,350.00</td>
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<td>GRC</td>
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<td>2,040.00</td>
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<tr>
<td>MALL LB W/CVR &amp; GASK</td>
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<td>60.00</td>
<td>9.0000</td>
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<td>2.2000</td>
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<td>5.0000</td>
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<td>ALUM MYERS HUBS</td>
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<td>UNISTRUT STRAP</td>
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</table>

Grand Totals                  | 4,904.64 | 104.2650 |
2/8/19

Pavilion – Add Back NE Entry

Based on the subcontractor quotes and pricing and with the understanding that Garco will be Value Engineering to meet this pricing - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead
**RIVERFRONT PARK MODERNIZATION**

Request for Proposal (RFP)

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>PROMENADES</th>
<th>RFP No:</th>
<th>22</th>
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<tbody>
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<td>Project No.</td>
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<td>Date:</td>
<td>11/26/18</td>
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<tr>
<td>Owner:</td>
<td>Spokane Parks &amp; Recreation</td>
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<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>Garco Construction</td>
<td>Architect/Eng:</td>
<td>Berger/Jacobs</td>
</tr>
</tbody>
</table>

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 the pricing to install electrical rough-in for 3 lights for the Butterfly outside of the footing for the Butterfly in its new location. Coordinate exact location with Kevin Sharrai from Parks.
## MOD-44 Rough In For Relocated Butterfly Lighting  RFP #22

### Phase

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>16001-00</td>
<td>Power City Electric - Furnish and install revised rough-In Butterfly Lighting PCE</td>
<td>1.0</td>
<td>LS</td>
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<td>817</td>
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<tr>
<td></td>
<td>Garco - Excavate Approx. 80' lin. Ft. 24&quot; in depth</td>
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<td>52</td>
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<td>419</td>
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<td></td>
<td>Garco - Backfill</td>
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<td>MH</td>
<td>52</td>
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<td>419</td>
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<td>Garco - Mini Excavator</td>
<td>8.0</td>
<td>HR</td>
<td>180</td>
<td></td>
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<td>180</td>
<td>180.00</td>
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<td></td>
<td>Garco - Place Bedding Sand</td>
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<td>120</td>
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### SUB-TOTALS

|                        |                                                                     |       |      |       |       |        |            | 937.00|

### ADD-ONS:

- **OH&P: on Garco (as subcontractor) self-performed work** 15.00% (of Labor, Material & Equip.)  
  - **Subtotal**: $122.55
- **OH&P: on Garco (as subcontractor) subcontracted work** 4.00% (of Subcontract)  
  - **Subtotal**: $33.00

### SUB-TOTAL

- **$3,047.95**

### SPECIFIC EXCLUSIONS:

1. **WSST**

### TOTAL - CHANGE ORDER REQUEST

- **$3,116**
Proposal

PROPOSAL SUBMITTED TO
Garco Construction

DATE
1/8/19

STREET
4114 E Broadway

JOB NAME
MOD-44 Rough in for relocated butterfly

CITY, STATE, AND ZIP CODE
Spokane WA 99202

JOB LOCATION
507 N Howard St Spokane, WA 99201

ATTN:
Rob Decker

PHONE:
509-535-4688

Rob,
Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows.

**Inclusions**
- Up to 80’ of 1” raceway only for relocated butterfly.

**General Exclusions**
- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Engineering Fee’s and design
- Light fixtures and conductors
- Hand holes

**Total Price $817.00**

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

Proposal Acceptance:

<table>
<thead>
<tr>
<th>Authorized Customer Signature</th>
<th>Printed Name</th>
<th>Date</th>
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</table>
### Description of Work:

- **MOD44-Rough in only for relocated butterfly Riverfront Park Pavilion**

### Direct Job Expenses

<table>
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<th>Labor</th>
<th>Mtrl. Ext.</th>
<th>Lbr. Ext.</th>
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<td>$88.21</td>
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</tr>
<tr>
<td>All Terrain cart</td>
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<td></td>
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</tr>
<tr>
<td>Fork lift</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Scissor Lift</td>
<td>$23.92</td>
<td>$25.00</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>Sm tools/Consum</td>
<td></td>
<td></td>
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<tr>
<td>Permit</td>
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<tr>
<td>Safety</td>
<td>$5.31</td>
<td></td>
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<tr>
<td>Large Tools</td>
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</tr>
</tbody>
</table>

### Material Total
- **88.21**

### Labor Total
- **531.48**

### Job Expense
- **90.66**

### Subtotal
- **710.35**

### OH & P
- **106.55**

### Total
- **816.91**

---

**POWER CITY Electric**

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

**DATE:** 8-Jan-19

**JOB:** MOD44-Rough in only for relocated butterfly Riverfront Park Pavilion

---

**DIRECT JOB EXPENSES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Rate</th>
<th>Labor</th>
<th>Mtrl. Ext.</th>
<th>Lbr. Ext.</th>
<th>Extension</th>
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<tbody>
<tr>
<td>Truck/Trailer</td>
<td>$26.57</td>
<td></td>
<td>$4.54</td>
<td>$0.00</td>
<td></td>
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</tr>
<tr>
<td>All Terrain cart</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Fork lift</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>Scissor Lift</td>
<td>$23.92</td>
<td>$25.00</td>
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<td>Large Tools</td>
<td>$5.31</td>
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**MATERIAL TOTAL**
- **88.21**

**LABOR TOTAL**
- **531.48**

**JOB EXPENSE**
- **90.66**

**SUBTOTAL**
- **710.35**

**OH & P**
- **106.55**

**TOTAL**
- **816.91**
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<tr>
<th>Size</th>
<th>Item Desc</th>
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Grand Totals | 88.21 | 8.6030 |
Remit To:
STAR RENTALS INC
PO BOX 3875
SEATTLE, WA 98124-3875
www.starrentals.com

Invoice

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<th>Invoice#</th>
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Bill to: Customer #: 133743
GARCO CONSTRUCTION
GARCO CONSTRUCTION
P O BOX 2946
SPOKANE, WA 99220 2946

Job Descr: Riverfront Park / W. Mallon
PO #: 1721
Job No: 1721
Date Out: Thu 11/29/2018

<table>
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<th>Terms</th>
<th>Aging Date</th>
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<tr>
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<td>Thu 12/27/2018</td>
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Ordered By: robbie

Used at Address
Robbie 208-682-0865
Riverfront Park
N. Howard & Mallon
SPOKANE, WA 99201

<table>
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<tr>
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<th>Key</th>
<th>Items Rented</th>
<th>Ser#</th>
<th>Desc%</th>
<th>Billed To</th>
<th>Price</th>
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<tbody>
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<td>230-0190#R1018</td>
<td>EXCAVATOR, SUPER MINI TAKEU</td>
<td>216101387</td>
<td>175.3</td>
<td>Thu 12/27/2018 12:30PM</td>
<td>$1,950.00</td>
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<td></td>
<td>Meter Out: 175.3</td>
<td>1day $180.00 1week $375.00 4weeks $1,950.00</td>
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<td>230-0310#R1026</td>
<td>BUCKETS, EXCAV, TAKEUCHI BO</td>
<td>222994-34</td>
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Current  Net 10th
Please pay from this invoice.

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509-924-8080 Phone www.starrentals.com 509-924-1652 Fax

Open Monday through Friday 7:00 am to 5:00 PM, Closed Saturday + Sunday

Modification #3
Contract-Parameters.SQL.rpt (10)
Hello Lorraine,

The electrical cost is appropriate.

Thanks
jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

Team,

Here is the revised pricing for the rough-in for the Butterfly. I would like to take this to ET on Monday.

Jack,

Can you review the electrical pricing.

Thanks,
Lorraine

Lorraine,

Revised RFP #22 pricing attached. Mini-ex was mistakenly input for 1 month instead of one day.

ROB DECKER
GARCO CONSTRUCTION | Project Manager
4114 East Broadway, Spokane WA 99202
o: (509) 535-4688 | d: (509) 232-1269
c: (509) 710-8114 | robertd@garco.com
**RIVERFRONT PARK MODERNIZATION**

Request for Proposal (RFP)

<table>
<thead>
<tr>
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<th>PROMENADES</th>
<th>RFP No:</th>
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<tbody>
<tr>
<td>Project No.</td>
<td>SC6B0322000</td>
<td>Date:</td>
<td>11/29/18</td>
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<tr>
<td>Owner:</td>
<td>Spokane Parks &amp; Recreation</td>
<td>Contractor:</td>
<td>Garco Construction</td>
</tr>
<tr>
<td>Architect/Eng:</td>
<td>Berger/Jacobs</td>
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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 the Pricing to Design and Install new lighting for the Howard Street Mid Channel "Blue Bridge" to replace the old existing lighting that was only partially working.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
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<td>-</td>
<td>1,250</td>
<td>1,250</td>
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<td>16001-00</td>
<td>PCE - Furnish and install lights on existing blue bridge per PCE's proposal.</td>
<td>1.0</td>
<td>LS</td>
<td>-</td>
<td>6,959.00</td>
<td>-</td>
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**SUB-TOTALS**

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</table>

**ADD-ONS:**

- OH&P: on Garco (as subcontractor) self-performed work. 15.00% (of Labor, Material & Equip.)
- OH&P: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract)

**SUB-TOTAL** 8,537

- Insurance 1.00% (of Subtotal) 85
- Bond Premium 0.75% (of Subtotal) 64

**SUB-TOTAL** 8,687

- B & O Tax 0.47% (of Subtotal) 40

**TOTAL - CHANGE ORDER REQUEST** $8,727

**SPECIFIC EXCLUSIONS:**

1. WSST
2. Demo of existing fixtures and conduit
Rob,
Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows. This proposal has been developed based on conversations and input from Lorraine and NAC-E.

**Inclusions**
- Includes Qty (4) LED wall packs mounted on the west side of the bridge only.
- Includes new fittings and EMT raceway as required by NEC.
- Includes a Astro timer in lieu of a Wiscape module as a cost saving measure as requested. I believe this deviates from park standards.
- Includes lift.

**General Exclusions**
- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Excludes demo of fixtures on the east side and associated conduit/fittings.
- Underground conduit relocation.

**Total Price $6,959.00**

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

---

**Proposal Acceptance:**

<table>
<thead>
<tr>
<th>Authorized Customer Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>
LNC3 SPECIFICATIONS

Intended Use:
The modular LNC3 is designed for perimeter illumination for safety, security, and identity. No upright and lower glare lens option offers neighbor friendly lighting at typical mounting heights of 8'-20'. Units have protective polymer finish for long lasting appearance. Ideal for schools, factories, hospitals, warehouses and retail applications. Energy efficient LEDs provide 70%+ energy savings with little to no maintenance when compared to traditional light sources.

Construction:
Die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to optimize performance and long life. Powder paint finish provides durability in outdoor environments. Four 1/2" conduit entries (top, bottom, and sides) provided for surface conduit.

Electrical:
- 120-277, 347 and 480 voltage, 50/60Hz, 0-10V dimming drivers
- Electronic driver
- 10kA surge protection

LEDs:
- Ambient operating temperature -40°C to 40°C
- 3000K, 4000K and 5000K CCT nominal with 70 CR
- Available in 2 or 24 LED configuration, see page 2 for electrical and photometric data.

Lenses:
- Zero upright distributions using individual acrylic LED optics provide IES type II, III and IV distributions
- Zero uplight distributions using individual acrylic Lenses:
- Frosted acrylic diffuser for inverted “up” light
- Frosted acrylic diffuser option for reduced glare
- LED optics provide IES type II, III and IV distributions
- Available in 2 or 24 LED configuration, see page 2 for electrical and photometric data.

LNC3 FAMILY

<table>
<thead>
<tr>
<th>FAMILY</th>
<th>NUMBER OF LEDS</th>
<th>CCT</th>
<th>DRIVE CURRENT</th>
<th>IES DISTRIBUTION</th>
<th>VOLTAGE</th>
<th>FINISH</th>
<th>CONTROL OPTIONS</th>
<th>OPTIONS</th>
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<tbody>
<tr>
<td>LNC3</td>
<td>24L</td>
<td>3K</td>
<td>3000K</td>
<td>2 Type II</td>
<td>120v</td>
<td>DB</td>
<td>Universal PCB</td>
<td>F</td>
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<tr>
<td></td>
<td>24L</td>
<td>4K</td>
<td>4000K</td>
<td>2 Type III</td>
<td>208v</td>
<td>BL</td>
<td>7PIN PCB</td>
<td>CS</td>
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<td>24L</td>
<td>5K</td>
<td>5000K</td>
<td>4 Type IV</td>
<td>277v</td>
<td>WH</td>
<td>Programmable</td>
<td>E3</td>
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<tr>
<td></td>
<td>24L</td>
<td>075</td>
<td>750mA</td>
<td></td>
<td>480v</td>
<td>GR</td>
<td>SiteSync pre-</td>
<td>EH</td>
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<tr>
<td></td>
<td>24L</td>
<td>105</td>
<td>1050mA</td>
<td></td>
<td>347v</td>
<td>PS</td>
<td>commissioned</td>
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</table>

Certifications/Listings:
- CSU - Frosted acrylic diffuser for inverted “up” light
- CS - Frosted acrylic diffuser option for reduced glare
- LED optics provide IES type II, III and IV distributions
- Zero uplight distributions using individual acrylic Lenses:
- Available in 2 or 24 LED configuration, see page 2 for all values

Stock Ordering Information:
- 2L COB MODELS

<table>
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<tr>
<th>CATALOG NUMBER</th>
<th>DESCRIPTION</th>
<th>DISTRIBUTION</th>
<th>WATTAGE</th>
<th>LUMENS</th>
<th>LPW</th>
<th>VOLTAGE</th>
<th># OF DRIVERS @ DRIVE CURRENT</th>
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<td>LNC3-2L4K-105</td>
<td>2 LED - 90W Configuration, 4000K, Dark Bronze</td>
<td>Type IV</td>
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<td>7,121</td>
<td>86.1</td>
<td>1050mA</td>
<td>1 @ 1050mA</td>
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<tr>
<td>LNC3-2L5K-105</td>
<td>2 LED - 90W Configuration, 5000K, Dark Bronze</td>
<td>Type IV</td>
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<td>7,288</td>
<td>82.0</td>
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<td>1 @ 1050mA</td>
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<td>LNC3-2L4K-105-7PR</td>
<td>2 LED - 90W Configuration, 4000K, Dark Bronze, 7-Pin</td>
<td>Type IV</td>
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<td>7,121</td>
<td>86.1</td>
<td>1050mA</td>
<td>1 @ 1050mA</td>
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<tr>
<td>LNC3-2L4K-105-SCP</td>
<td>2 LED - 90W Configuration, 4000K, Dark Bronze, SCP</td>
<td>Type IV</td>
<td>87.4</td>
<td>7,121</td>
<td>86.1</td>
<td>1050mA</td>
<td>1 @ 1050mA</td>
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</tbody>
</table>

Option/Controls:
- Button photocontrol for dusk to dawn energy savings
- 7-pin photo-receptacle available for twisted lock photocell and controls by others
- Occupancy sensor options available for complete on/off and dimming control
- SiteSync pre-commissioned wireless controls (with or without sensor)
- In addition, LITEPAK can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbellighting.com/sitesync for more details.

Listings:
- DesignLights Consortium® (DLC) qualified. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations
- IP65 Assembly • ED Approved (3000K configurations)

Warranty:
Five year limited warranty (for more information visit: http://www.hubbelloutdoor.com/resources/warranty/)

Hubbell Outdoor Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 864-678-1000
Due to our continued efforts to improve our products, product specifications are subject to change without notice.

© 2017 HUBBELL OUTDOOR LIGHTING, ALL RIGHTS RESERVED • PRINTED IN USA LNC3 SPEC-AUGUST 7, 2018 8:29 AM
Hello Lorraine,

The electrical pricing appears acceptable to me.

Thanks

Jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

Team,

Can you please review the electrical pricing for this item.

Thanks,

Lorraine

Team,

Please see the proposal for the Blue Bridge Lighting.

Thanks,

Lorraine

From: Robert Decker <robertd@garco.com>
Sent: Tuesday, January 15, 2019 9:46 AM
To: Mead, Lorraine <LorraineMead@hillintl.com>
Cc: Scott Battaglia <scottb@garco.com>
Subject: PRMO | RFP #19 Blue Bridge Lighting Pricing
## RFP - Howard Street Promenade Project

**Garco Construction, Inc.**

### North Promenade Unforeseen Conditions

#### July 20 2018 - Complete

**Time/Material**

<table>
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<tr>
<th>Phase</th>
<th>Description</th>
<th>Quant.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>01021-00</td>
<td>Fuel/Oil/etc.</td>
<td>1.0</td>
<td>MO</td>
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<td>-</td>
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<tr>
<td>02001-00</td>
<td>Fuel/Oil/etc. - credit for base bid - 40%</td>
<td>1.0</td>
<td>MO</td>
<td>-</td>
<td>-</td>
<td>(1,717)</td>
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<td>31,722</td>
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<td>02001-00</td>
<td>Action Materials (Import Material Needed) See attached invoices</td>
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<td>Action Materials - Credit for Base Bid - 40%</td>
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<td>02001-00</td>
<td>Misc. Hauling - RJ Morse</td>
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<td>Misc. Hauling - RJ Morse - Credit of Base Bid - 40%</td>
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### Sub-Total

581 11,940 21,608 - 34,130

### Add-ons:

- OH&G: on Garco (as subcontractor) self-performed work. 15.00% (of Labor, Material & Equip.) 5,119
- OH&G: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract) -

### Sub-Total

39,249

### Insurance

- 1.00% (of Subtotal) 392
- 0.75% (of Subtotal) 294

### Sub-Total

39,936

### B & O Tax

0.47% (of Subtotal) 188

### Total - Potential Change Order

$40,124
The reasoning behind the costs associated with Unforeseen conditions are as follows:

Misc. Equipment - The cost of Equipment is based on the extended time required to complete the total scope of work. Direct Costs have been charged on previous Waterline installation, Rock Excavation and Unforeseen conditions. The overall cost of equipment for the completion of the work associated with North bank utilities was significantly longer than originally scheduled. It is difficult to fully quantify this impact therefore Garco recognized 40% of the equipment cost as a required amount of the base bid utility work.

Misc. Materials Cost – Based on the amount of asphalt and concrete material (unforeseen) removed from the site, new material was required to be imported and placed. Garco assumed 40% of these costs were base bid requirements and 60% of the work was attributed to unforeseen conditions.

Man Hours were minimal due to the fact that Garco assumed a majority of the labor to be part of the base bid utility work. These were reviewed and approved on a regular basis.

Please let me know if you need additional clarification.

Garco Construction has not requested additional time or extended general conditions for the additional work required on the North Bank.

Approval of this change order request will close all known impacts to installation of utilities on the North Bank Promenade.

Regards,

Clancy Welsh
Garco Construction | President
4114 East Broadway, Spokane WA 99202
o: (509) 535-4688 | d: (509) 755-7218
c: (509) 475-1204 | clancy@garco.com

From: scans@garco.com <scans@garco.com>
Sent: Friday, January 25, 2019 12:34 PM
To: Clancy Welsh <clancy@garco.com>
Subject: Attached Image
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**Date:** 7/30/2018

**Job#:** 7221

**Promenade Earthwork**

**Genco Construction Time Card**

**Supervisor:**

**Job#:**

**Promenade Earthwork**
Invoice

Bill to: 
Customer #: 133743

GARCO CONSTRUCTION
P O BOX 2946
SPOKANE, WA 99209

Job Descr: Riverfront Park / N. Howard
PO #: 1721
Job No: 1721
Date Out: Wed 6/13/2018

Ordered By: Todd

Ordered at Address
Todd 509-675-4798
Riverfront Park
N. Howard and W. Mallon
SPOKANE, WA 99201

<table>
<thead>
<tr>
<th>Qty</th>
<th>Key</th>
<th>Item Rented</th>
<th>Ser#</th>
<th>Disc%</th>
<th>Billed To</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>060-02554Q9031</td>
<td>TRENCH ROLLER BOMAG BMP85</td>
<td>101720126512</td>
<td></td>
<td>Wed 7/11/2018 10:30AM</td>
<td>$1,900.00</td>
</tr>
</tbody>
</table>

1 day $230.00 1 week $920.00 4 weeks $1,900.00

RECEIVED VIA EMAIL
JUL 13 2018

GARCO CONSTRUCTION

JOB #   
PHASE #   
CAT. #   
OK'D BY   
COMMENTS   

Current Net 10th

Please pay from this invoice.

<table>
<thead>
<tr>
<th>Rental and Sales:</th>
<th>$1,900.00</th>
<th>SPOKANE CITY:</th>
<th>$157.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amount: $2,057.20</td>
<td>$0.00</td>
<td>Total Due: $2,057.20</td>
<td></td>
</tr>
</tbody>
</table>

059-924-8080 Phone
www.starrentals.com

059-924-1552 Fax

Open Monday through Friday 7:00 am to 5:00 PM. Closed Saturday + Sunday
Printed On Fri 7/13/2018 6:47:35AM
# 157133817-002

**4 WEEK BILLING INVOICE**

| Customer # | 3551218 |
| Invoice Date | 06/23/18 |
| Date Out | 05/10/18 09:00 AM |
| Billed Through | 07/05/18 00:00 |
| UR Job Loc | DROP YARD OFF HOWARD |
| UR Job # | 195 |
| Customer Job ID | A4721 |
| Ordered By | JEREMY SWEATT |
| Reserved By | LUCAS YANANE |
| Salesperson | TROY CANDY |

**Invoice Amount: $1,251.20**

Terms: Due Upon Receipt
Payment Options: Contact our credit office 704-916-4147
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

<table>
<thead>
<tr>
<th>RENTAL ITEMS:</th>
<th>Description</th>
<th>Minimum</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty</td>
<td>Equipment</td>
<td>Made: SPEEDSHORE Model: BB-09.0-LD</td>
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</tr>
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<td>140.00</td>
<td>450.00</td>
<td>1150.00</td>
<td>1,150.00</td>
<td></td>
</tr>
</tbody>
</table>

Rental Subtotal: 1,150.00
Agreement Subtotal: 1,150.00
Tax: 101.20
Total: 1,251.20

**COMMENTS/HOITHES**

CONTACT: JEREMY SWEATT
CELL: 509-496-8472

BILLED FOR FOUR WEEKS 6/07/18 THRU 7/07/18 09:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING? CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.COM THE TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

**RECEIVED VIA EMAIL**

**JUN 24, 2018**

**GARCO CONSTRUCTION**

---

**THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.**

**You Can Now Access Invoice History and Update Purchase Orders Online. To Sign Up, contact URControlSupport@urr.com**
<table>
<thead>
<tr>
<th>Cty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.8</td>
<td>EQUIPMENT #2102 LOADER (Billing 05/06/18 thru 05/31/18) 3.5 Weeks</td>
<td>$ 5,680.00</td>
<td>$ 4,544.00</td>
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<tr>
<td>1</td>
<td>EQUIPMENT #2102 LOADER (Billing 06/01/18 thru 06/30/18) 1 MONGH</td>
<td>$ 5,680.00</td>
<td>$ 5,680.00</td>
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<tr>
<td>1</td>
<td>EQUIPMENT #2102 LOADER (Billing 07/01/18 thru 07/31/18) 1 MONGH</td>
<td>$ 5,680.00</td>
<td>$ 5,680.00</td>
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<tr>
<td></td>
<td>(Billing 05/06/18 thru 05/31/18) 2 Weeks</td>
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<td></td>
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</table>

SubTotal: $15,924.00
Shipping: $8.80%

Total: $17,303.55
<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>P.O. #</th>
<th>Job Name</th>
<th>Ordered By</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB1721_RIVERFR</td>
<td></td>
<td></td>
<td></td>
<td>8/10/2018</td>
</tr>
<tr>
<td>Gravel Borrow Delivered Truck# 215SD</td>
<td>1007650</td>
<td>30.38</td>
<td>TN</td>
<td>10.00</td>
</tr>
<tr>
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<tr>
<td>Gravel Borrow Delivered Truck# 215SD</td>
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<td>10.00</td>
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<td>TN</td>
<td>10.00</td>
</tr>
</tbody>
</table>

Please remit payment on this invoice.

| Subtotal | $4,529.80 |
| Sales Tax (0.0%) | $0.00 |
| Total | $4,529.80 |
| Payments/Credits | $0.00 |
| Balance Due | $4,529.80 |

ACTION MATERIALS, INC.
An Equal Opportunity Employer
Washington Contractor Number: ACTIONMI906D4
Idaho Contractor Number: RCE-19761

All invoices are net and payment is due on all invoices through the end of the calendar month by the 10th of the following month. Interest may accrue on all invoices that are past due at the rate of 1 1/2% per month (18% per annum) until paid in full. Customer shall pay all attorney's fees, court costs, collection fees and other charges both at trial and on appeal, if this invoice should be placed in the hands of an attorney or collection agency for collection. Venue for any legal action shall be in Spokane County, Washington. For all credit card payments, there will be a 3% transaction fee.
# Invoice

**Bill To**
Garco Construction, Inc  
4114 E. Broadway  
Spokane WA 99202

**Job Address**
Job 1721 Riverfront Park

<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>P.O. #</th>
<th>Job Name</th>
<th>Ordered By</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB1721_RIVERFR</td>
<td></td>
<td></td>
<td></td>
<td>8/10/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Ticket #</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>1007810</td>
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<td>10.00</td>
<td>307.50</td>
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<tr>
<td>Gravel Borrow Delivered Truck# 211SD</td>
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<td>10.00</td>
<td>313.60</td>
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<td>308.90</td>
</tr>
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<td>321.60</td>
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<td>TN</td>
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<td>285.50</td>
</tr>
</tbody>
</table>

Please remit payment on this invoice.

**Subtotal** $4,851.10

**Sales Tax (0.0%)** $0.00

**Total** $4,851.10

**Payments/Credits** $0.00

**Balance Due** $4,851.10

---

**ACTION MATERIALS, INC.**
An Equal Opportunity Employer  
Washington Contractor Number: ACTIONM19064D  
Idaho Contractor Number: RCE-19761

All invoices are net and payment is due on all invoices through the end of the calendar month by the 10th of the following month. Interest may accrue on all invoices that are past due at the rate of 1 1/2% per month (18% per annum) until paid in full. Customer shall pay all attorney's fees, court costs, collection fees and other charges both at trial and on appeal, if this invoice should be placed in the hands of an attorney or collection agency for collection. Venue for any legal action shall be in Spokane County, Washington. For all credit card payments, there will be a 3% transaction fee.
# Invoice

## Sales Information

**Bill To**
Garco Construction, Inc  
4114 E. Broadway  
Spokane WA 99202

**Job Address**
Job 1721 Riverfront Park

---

<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>P.O. #</th>
<th>Job Name</th>
<th>Ordered By</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB1721_RIVERFR</td>
<td>JOB1721_RIVERFR</td>
<td></td>
<td>8/10/2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Ticket #</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
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<td>242.60</td>
</tr>
</tbody>
</table>

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All invoices are net and payment is due on all invoices through the end of the calendar month by the 10th of the following month. Interest may accrue on all invoices that are past due at the rate of 1 1/2% per month (18% per annum) until paid in full. Customer shall pay all attorney's fees, court costs, collection fees and other charges both at trial and on appeal, if this invoice should be placed in the hands of an attorney or collection agency for collection. Venue for any legal action shall be in Spokane County, Washington. For all credit card payments, there will be a 3% transaction fee.

---

**Total**
$1,954.70

**Subtotal**
$1,954.70

**Sales Tax (0.0%)**
$0.00

**Payments/Credits**
$0.00

**Balance Due**
$1,954.70
# Invoice

**Bill To**
Garco Construction, Inc  
4114 E. Broadway  
Spokane WA 99202

**Job Address**
Job 1721 Riverfront Park
RECEIVED VIA EMAIL  
JUL 30 2018

**Sales Rep**  
**P.O. #**  
**Job Name**  
**Ordered By**  
**Due Date**  
JOB1721_RIVERFR  

<table>
<thead>
<tr>
<th>Description</th>
<th>Ticket #</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>5.00</td>
<td>76.90</td>
</tr>
</tbody>
</table>

Please remit payment on this invoice.

| **Subtotal** | $750.20 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $750.20 |

**Payments/Credits**  
$0.00

**Balance Due**  
$750.20

---

**ACTION MATERIALS, INC.**  
An Equal Opportunity Employer  
Washington Contractor Number: ACTIONM1906D4  
Idaho Contractor Number: RCE-19761

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# Action Materials Invoice

**Bill To**

Garco Construction, Inc  
4114 E. Broadway  
Spokane WA 99202

**Job Address**

Job 1721 Riverfront Park

---

**Sales Rep**  
**P.O. #**  
**Job Name**  
**Ordered By**  
**Due Date**  
**Ticket #**  
**Qty**  
**Unit**  
**Rate**  
**Amount**

<table>
<thead>
<tr>
<th>Description</th>
<th>Ticket #</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Gravel Borrow Picked Up Truck# RM</td>
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**ACTION MATERIALS, INC.**  
An Equal Opportunity Employer  
Washington Contractor Number: ACTIONM1906D4  
Idaho Contractor Number: RCE-19761

All invoices are net and payment is due on all invoices through the end of the calendar month by the 10th of the following month. Interest may accrue on all invoices that are past due at the rate of 1 1/2% per month (18% per annum) until paid in full. Customer shall pay all attorney’s fees, court costs, collection fees and other charges both at trial and on appeal, if this invoice should be placed in the hands of an attorney or collection agency for collection. Venue for any legal action shall be in Spokane County, Washington. For all credit card payments, there will be a 3% transaction fee.

---

**Subtotal**  
$956.85

**Sales Tax (0.0%)**  
$0.00

**Total**  
$956.85

**Payments/Credits**  
$0.00

**Balance Due**  
$956.85
# Invoice

**Bill To**
Gareo Construction, Inc  
4114 E. Broadway  
Spokane WA 99202

**Job Address**
Job 1721 Riverfront Park

<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>P.O. #</th>
<th>Job Name</th>
<th>Ordered By</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>JOB1721_RIVERFR</td>
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**Subtotal** $769.50  
**Sales Tax (0.0%)** $0.00  
**Total** $769.50

**Payments/Credits** $0.00  
**Balance Due** $769.50

---

*ACTION MATERIALS, INC.  
An Equal Opportunity Employer  
Washington Contractor Number: ACTIONM1906D4  
Idaho Contractor Number: RCE-19761*

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Bill To
Garco Construction, Inc
4114 E. Broadway
Spokane WA 99202

Job Address
Job 1721 Riverfront Park

<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>P.O. #</th>
<th>Job Name</th>
<th>Ordered By</th>
<th>Due Date</th>
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<tr>
<td>JOB1721_RIVERFR</td>
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<td>8/10/2018</td>
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<tr>
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<th>Ticket #</th>
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Please remit payment on this invoice.

<p>| | |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>Subtotal</td>
<td>$72.15</td>
</tr>
<tr>
<td>Sales Tax (0.0%)</td>
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<tr>
<td>Total</td>
<td>$72.15</td>
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<tr>
<td>Payments/Credits</td>
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</table>
| Balance Due      | $72.15

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PROM Final Payment for Unforeseen Conditions for the North Promenade

After multiple discussions, Garco revised the pricing and provided backup and a narrative for the justification of these costs. We believe this represents a fair and reasonable quantification of the costs and impacts.

Lorraine Mead
ITEM #12

RIVERFRONT PARK MODERNIZATION
Request for Proposal (RFP)

<table>
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<tr>
<th>Project Name:</th>
<th>PROMENADES</th>
<th>RFP No:</th>
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<td>Project No.</td>
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<td>Date:</td>
<td>8/28/18</td>
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<td>Owner:</td>
<td>Spokane Parks &amp; Recreation</td>
<td>Contractor:</td>
<td>Garco Construction</td>
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<tr>
<td>Architect/Eng:</td>
<td>Berger/Jacobs</td>
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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 purchase and install the 13 Wayfinding signs for the Mid and North Promenades and Centennial Trail per the attached Graphics package and drawings by Berger dated 8/9/18.
WAYFINDING GRAPHICS
HSP
Playground

U.S. Pavilion

Convention Center

Lower Falls

SkyRide/Skate Ribbon

Centennial Trail

15 min / .5 mi

12 min / .4 mi

2 min / .1 mi

16 min / .5 mi
<table>
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<tr>
<th>Location</th>
<th>Distance</th>
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<tbody>
<tr>
<td>Veterans Memorial Arena</td>
<td>5 min / 2 mi</td>
</tr>
<tr>
<td>Playground</td>
<td>3 min / 0.1 mi</td>
</tr>
<tr>
<td>Rotary Fountain</td>
<td>6 min / 0.2 mi</td>
</tr>
<tr>
<td>U.S. Pavilion</td>
<td>9 min / 0.3 mi</td>
</tr>
<tr>
<td>Power House / Upper Falls</td>
<td>3 min / 0.1 mi</td>
</tr>
</tbody>
</table>

**MINI MAP**

- South 1
- North 1
- South 2
- North 2
- West 1

**LEGEND**

- Downtown
- Skyride/Skate Ribbon
- North Bank
- U.S. Pavilion
- East Meadow
- Central Plaza
- Central Green
- Rotary Fountain
- Sister Cities Garden
- Visitor Information Garbage Goat
- Carousel Red Wagon
- Theme Stream
- Clock Tower
- Meadow Lilac Bowl
- Veterans Memorial Arena
- Playground
- Upper Falls/Power House
- Conservation Area
- Forestry Shelter
- Performing Arts Center

**South Bank**

- Riverfront Park
- Centennial Trail
- Promenade

**North Bank**

- Bridges w/ Ped. Access
- Park Area
- Ghost Lake

**South Bank**

- South Bank
- Snow Goose
- Riverfront Park

**North Bank**

- North Bank
- Snow Goose
- Riverfront Park

**River**

- Spokanes (mouth of Spokane River)
- Etk (fast water)
- Ep (mouth of Spokane River)
- Lxetk (fast water)
LAYOUT NOTES
1. NORTHINGS (N) AND EASTING (E) PROVIDED INDICATE OPPOSITE CORNER OF FOOTINGS.
2. ELEVATIONS (EL) PROVIDED INDICATE TOP OF FOOTING ELEVATION.
3. FOOTING PLINTHS ARE ABOVE TOP OF FOOTING ELEVATIONS.
4. CONTRACTOR SHALL MARK CORNERS OF FOOTINGS IN FIELD AND INDICATE HEIGHT OF PROPOSED FINISH GRADE, AS WELL AS TOP OF FOOTING PLINTH ON THE STAKES. LAYOUT SHALL BE FIELD VERIFIED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
5. REFER TO GRAPHIC PACKAGE.

SYSTEM NOTES
1. REFER TO GRAPHIC PACKAGE FOR QUANTITY OF CHPL PANELS, CHPL PANEL GRAPHICS, CUTOUT STEEL GRAPHICS, AND OTHER LOCATION SPECIFIC INFORMATION.
2. THE GRAPHIC PACKAGE IS INTENDED TO CONVEY THE QUANTITY OF GRAPHICS, GRAPHIC CHARACTER, AND GRAPHIC LOCATION.
3. ALL GRAPHICS (REFER TO GRAPHIC PACKAGE) HAVE BEEN COMPLETED AND ARE READY TO PROVIDE TO A FABRICATOR FOR FABRICATION. CHPL PANEL GRAPHICS WILL BE PROVIDED IN ADOBE ILLUSTRATOR FILE FORMAT FOR FABRICATION. CUTOUT METAL GRAPHICS WILL BE PROVIDED IN ADOBE ILLUSTRATOR FILE FORMAT OR AUTOCAD V2017 FORMAT FOR FABRICATION. GRAPHIC FILES ARE AVAILABLE FROM THE LANDSCAPE ARCHITECT UPON REQUEST.
1. NORTHINGS (N) AND EASTING (E) PROVIDED INDICATE OPPOSITE CORNER OF FOOTINGS.
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CITY OF SPOKANE, WASHINGTON
DIGITALLY SIGNED:
RIVERFRONT PARK PARKTYPE OF IMPROVEMENT:
DRAWING NUMBER:
P# OF SHEET PROJECT:
CURRENT DESIGN STANDARDS
SCALES ACCORDINGLY THIS SHEET, ADJUST IF NOT ONE INCH ON ORIGINAL DRAWING.
BAR IS ONE INCH ON 0 1" 0 1" 20'-0" DESIGNED CHECKED DRAWN
CCS - ADOPTED 2/95
ELEVATION CBM NO.
LOCATION NAVD88 DATUM HORIZONTAL (AS NOTED) VERTICAL (AS NOTED)
SCALE REVISION NO.
CITY PURCHASING SPOKANE, WASHINGTON 99201-3343 808 WEST SPOKANE FALLS BLVD.
DEPARTMENT OF PARKS AND (509) 625-6200
PROJECT 30/08/18 BID SET WAYFINDING PLAN LANDSCAPE WAYFINDING PLAN
1. WAYFINDING DEVICE TYPE LEGEND
2. FOOTINGS
3. WAYFINDING PLAN - AREA 7
4. WAYFINDING PLAN - WP1.07

MATCH LINE (SEE WP1.06)
WAYFINDING DEVICE

LAYOUT NOTES
1. NORTHINGS (N) AND EASTING (E) PROVIDED INDICATE OPPOSITE CORNER OF FOOTINGS.
2. ELEVATIONS (EL) PROVIDED INDICATE TOP OF FOOTING ELEVATION.
3. FOOTING PLINTHS ARE ABOVE TOP OF FOOTING ELEVATIONS.
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CITY OF SPOKANE, WASHINGTON
DIGITALLY SIGNED: RIVERFRONT PARK PARK TYPE OF IMPROVEMENT:
DRAWING NUMBER: P#: OF SHEET PROJECT:
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SCALES ACCORDINGLY THIS SHEET, ADJUST IF NOT ONE INCH ON ORIGINAL DRAWING.
BAR IS ONE INCH ON 0 1" "

DESIGNED CHECKED DRAWN
CCS - ADOPTED 2/95

ELEVATION CBM NO.
LOCATION
NAVD88 DATUM
HORIZONTAL (AS NOTED)
VERTICAL (AS NOTED)
SCALE REVISION NO.:

CITY PURCHASING SPECIFICATIONS:

HOWARD STREET PROMENADE WAYFINDING
2018/08/09 BID SET
WAYFINDING PLAN
LANDSCAPE
WP1.09
WAYFINDING DEVICE
TYPE 4.14

FOOTING

FOOTING

FOOTING

WAYFINDING DEVICE

TYPE LEGEND

FOOTING

FOOTING

FOOTING

WAYFINDING DEVICE

LAYOUT NOTES
1. NORTHINGS (N) AND EASTING (E) PROVIDED INDICATE OPPOSITE CORNER OF FOOTINGS.
2. ELEVATIONS (EL) PROVIDED INDICATE TOP OF FOOTING ELEVATION.
3. FOOTING PLINTHS ARE ABOVE TOP OF FOOTING ELEVATIONS.
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CITY OF SPOKANE, WASHINGTON
DIGITALLY SIGNED:
}

RIVERFRONT PARK PARKTYPE OF IMPROVEMENT:

DRAWING NUMBER

P#: OF SHEET PROJECT

CURRENT DESIGN STANDARDS

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

BAR IS ONE INCH ON

DESIGNED

CHECKED

APPROVED

DRAWN

CCS - ADOPTED 2/95

HORIZONTAL (AS NOTED)

VERTICAL (AS NOTED)

SCALE REVISION NO.: NAVD88 DATUM

LAKEFRONT PARK WAYFINDING PLAN - AREA 13

MATCH LINE (SEE WP1.17)

HOWARD STREET PROMENADE WAYFINDING

2018/08/09 BID SET

LANDSCAPE

WAYFINDING PLAN

MATCH LINE (SEE WP1.09)
LAYOUT NOTES
1. Northings (N) and Eastings (E) provided indicate opposite corner of footings.
2. Elevations (EL) provided indicate top of footing elevation.
3. Footing plinths are above top of footing elevation.
4. Contractor shall mark corners of footings in field and indicate height of proposed finish grade, as well as top of footing plinth on the stakes. Layout shall be field verified by landscape architect prior to construction.
5. Refer to graphic package.

SYSTEM NOTES
1. Refer to graphic package for quantity of CHPL panels, CHPL panel graphics, cutout steel graphics, and other location specific information.
2. The graphic package is intended to convey the quantity of graphics, graphic character, and graphic location.
3. All graphics (refer to graphic package) have been completed and are ready to provide to a fabricator for fabrication. CHPL panel graphics will be provided in Adobe Illustrator format for fabrication. Cutout metal graphics will be provided in Adobe Illustrator or AutoCAD V2017 format for fabrication. Graphic files are available from the landscape architect upon request.
WAYFINDING DEVICE

TYPE LEGEND

TYPE 1

POSTING

TYPE 2

POSTING

TYPE 4

POSTING

LAYOUT NOTES

1. NORTHINGS (N) AND EASTING (E) PROVIDED INDICATE OPPOSITE CORNER OF FOOTINGS.

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3. FOOTING PLINTHS ARE ABOVE TOP OF FOOTING ELEVATIONS.

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DRAWING NUMBER

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PROJECT

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DESIGNED CHECKED DRAWN

CCS - ADOPTED 2/95

ELEVATION CBM NO.

LOCATION NAVD88 DATUM

HORIZONTAL (AS NOTED) VERTICAL (AS NOTED)

SCALE REVISION NO.:

CITY PURCHASING SPOKANE, WASHINGTON 99201-3343

808 WEST SPOKANE FALLS BLVD.

DEPARTMENT OF PARKS AND (509) 625-6200

HOWARD STREET PROMENADE WAYFINDING 2018/08/09 BID SET

WAYFINDING PLAN

LANDSCAPE WAYFINDING PLAN

MATCH LINE (SEE WP1.17)
Prior to construction, the Contractor shall submit shop drawings and information to the landscape architect. The landscape architect shall provide digital files available from landscape architect upon request. WELD ALL MEMBERS TOGETHER UNLESS NOTED OTHERWISE. GRIND ALL WELDS SMOOTH. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND INFORMATION TO THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL PROVIDE DIGITAL FILES AVAILABLE FROM LANDSCAPE ARCHITECT UPON REQUEST. WELD TO STEEL FRAME PERIMETER AND MID-SUPPORTS.

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1. ALL MEMBERS SHALL BE A36 (CORTEN) STEEL UNLESS NOTED OTHERWISE.
2. PERIMETER ELEMENTS SHALL BE 1 1/2" TYP. ELEVATIONS.
3. ALL POSTS SHALL BE PLUMB.
4. UPON REQUEST OF THE CONTRACTOR, THE LANDSCAPE ARCHITECT SHALL PROVIDE DIGITAL DRAWINGS WHICH MAY BE USED BY THE CONTRACTOR FOR SHOP DRAWINGS.
5. PRIOR TO COATING, THE CONTRACTOR SHALL SUBMIT PHYSICAL PAINT SAMPLES USING THE ACTUAL SYSTEM SPECIFIED. THE CONTRACTOR SHALL PROVIDE THE SPECIFIED COLOR AS WELL AS THE ALTERNATE COLOR(S).
6. CONTRACTOR SHALL PROTECT COATING SYSTEM DURING TRANSPORT AND INSTALLATION.

COATINGS: AFTER FABRICATION, ALL ALUMINUM SHALL BE PREPARED AND COATED AS FOLLOWS:

A. SURFACE PREPARATION: SCARIFY 100% OF THE SURFACE TO BE COATED WITH A BROWN METAL PAD TO PROVIDE A UNIFORM SURFACE PROFILE.
B. PRIME: TNEMEC SERIES 27 TYPOXY APPLIED AT 3.0 TO 5.0 MILS DFT.
C. FINISH: TNEMEC SERIES 1072 FLUORONAR APPLIED AT 2.0 – 2.10 FT.
D. THIS COATING SYSTEM SHALL BE APPLIED IN THE SHOP UNLESS APPROVED FOR FIELD TOUCH-UP.
E. COLOR(S): TYPE 2 TYPICAL TOP PLATE SECTION - NORTH
   a. COLOR 2A (PERIMETER) SHALL BE: RAL 7026 (GRANITE)
   b. COLOR 2B (INSET) SHALL BE: RAL 1018 (ZINC YELLOW)
   c. COLOR 2C, STD. TNEMEC COLOR: 14YW (RGB, 255, 199, 26)
F. CONFIRM COLOR SELECTION WITH LANDSCAPE ARCHITECT PRIOR TO FINISH COATING.

WEATHERED STEEL ELEMENTS AS SHOWN

TYPE 2 TYPICAL TOP PLATE SECTION - NORTH

3/4" DIA. X 1/4" ROUND HSS

2.3 8"X8"X3/8" BASE PLATE

2.4 ASTM F593, AISI TYPE 316, CONDITION CW

2.5 C.I.P. CONCRETE FOOTING

2.6 #4 @ 1'-0" SPA. MAX.

2.8 ADJACENT PAVING. FINISH GRADE VARIES (OR PARTIAL PENETRATION) WELD AT BOTTOM.

2.12 2" DIA. X 1/4" ROUND HSS CNTRD.

2.14 3/16"X4" ROLLED STEEL PLATE

2.15 1/4" WATER JETTED STEEL LETTER OUTLINE

2.16 1/4" WATER JETTED STEEL CENTER PLATE
**Type 4 Wayfinding Device Details**

**Keynote Legend**

<table>
<thead>
<tr>
<th>Keynote</th>
<th>Legend</th>
</tr>
</thead>
</table>
| 1       | Material: Stainless Steel Plate (304) |}

**Material Requirements**

- **Stainless Steel Plate (304)**
  - **Size:** 1/2" thick
  - **Type:** 304 Stainless Steel

**Anchor Bolt Requirements**

- **5/8" Diameter Hex Bolt & Nut**
  - **Installation:** Install all hex bolts to accommodate flag graphic panels at top location even if flag graphic panels are not present.

**Footing Requirements**

- **C.I.P. Concrete Footing**
  - Over 95% compacted subgrade
  - May be precast at the contractor's discretion

**Additional Details**

- **Graphic Package:** ADOBE ILLUSTRATOR files for graphics available from landscape architect upon request.
- **Finishing:** Concrete shall be even/smooth once forms are removed and require no patching. This footing may be precast at the contractor's discretion.

**Drawing Number:**

- **W4.01**

**Scale:**

- **1" = 1'-0"**

**Date:**

- **2018/08/09 Bid Set**

**Authors:**

- **City Purchasing**
- **Department of Parks and Recreation**
- **Landscape**

**Revisions:**

- **Wayfinding Devices 100% Update 2017/10/17**

**City of Spokane, Washington**

**Project:**

- **Riverfront Park: Howard Street Promenade Wayfinding**

**Drawn:**

- **D. Old City #173**

**Approved:**

- **72**
ALL MEMBERS SHALL BE COR-TEN STEEL UNLESS NOTED OTHERWISE.  
GRADES:

3' - 1" WELD ALL MEMBERS TOGETHER UNLESS NOTED OTHERWISE.  GRIND ALL WELDS SMOOTH.

ALL TYPE 1 WAYFINDING DEVICES SHALL BE INSTALLED PLUMB.

GRAPHICS PANEL - 1/2" THICKNESS

DRAWINGS AND INFORMATION SHOWING ALL MEMBERS, MEMBER GRADES, WELDS, ATTACHMENTS, COATING SYSTEMS. SUBMIT ALL SHALL BE SUBJECT TO REVIEW, MODIFICATION AND APPROVAL BY CONTRACTOR FOR SHOP DRAWINGS.

AVAILABLE FROM LANDSCAPE ARCHITECT UPON REQUEST. GRAPHICS VARY BY LOCATION; REFER TO GRAPHIC PANEL QUANTITY VARIES BY LOCATION.

CHPL INFO. PANEL WEST
CHPL INFO. PANEL NORTH
CHPL INFO. PANEL SOUTH
CHPL INFO. PANEL EAST

CHPL FLAG WEST TOP
CHPL FLAG EAST TOP
CHPL FLAG SOUTH TOP
CHPL FLAG NORTH TOP

CHPL FLAG WEST MIDDLE
CHPL FLAG EAST MIDDLE
CHPL FLAG SOUTH MIDDLE
CHPL FLAG NORTH MIDDLE

CHPL FLAG WEST BOTTOM
CHPL FLAG EAST BOTTOM
CHPL FLAG SOUTH BOTTOM
CHPL FLAG NORTH BOTTOM

CHPL FLAG WEST TOP PLATE
CHPL FLAG EAST TOP PLATE
CHPL FLAG SOUTH TOP PLATE
CHPL FLAG NORTH TOP PLATE

CHPL FLAG WEST MIDDLE PLATE
CHPL FLAG EAST MIDDLE PLATE
CHPL FLAG SOUTH MIDDLE PLATE
CHPL FLAG NORTH MIDDLE PLATE

CHPL FLAG WEST BOTTOM PLATE
CHPL FLAG EAST BOTTOM PLATE
CHPL FLAG SOUTH BOTTOM PLATE
CHPL FLAG NORTH BOTTOM PLATE

CHPL GRAPHICS MUST BE WARRANTED FOR MINIMUM OF 10 YEARS AGAINST FADE, DESTRUCTION.
# RFP #15
## Wayfinding Signs

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
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**ADD-ONS:**

- OH&P: on Garco (as subcontractor) self-performed work. 12.00% (of Labor, Material & Equip.) 11,656
- OH&P: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract) -

**SUB-TOTAL** 108,792

- Insurance 1.00% (of Subtotal) 1,088
- Bond Premium 0.75% (of Subtotal) 816

**SUB-TOTAL** 110,696

- B & O Tax 0.47% (of Subtotal) 511

**TOTAL - CHANGE ORDER REQUEST** $ 111,208

**SPECIFIC EXCLUSIONS:**

1. WSST
2. Footing, excavation, backfill, OT labor
# Quote No. IZONE 34031

**November 19, 2018**

**Customer**: Garco Construction  
**Reference**: City of Spokane Riverfront Park

---

**Bill to**  
Garco Construction  
Scott Battaglia  
4114 East Broadway  
Spokane, WA 99202  
US  
T: (509) 370-8767  
F: (509) 535-1384  
Email: scottb@garco.com

**Ship to**  
Garco Construction  
Scott Battaglia  
4114 East Broadway  
Spokane, WA 99202  
US  
T: (509) 370-8767  
F: (509) 535-1384  
Email: scottb@garco.com

---

**Valid Until**: 01/18/2019  
**Revision Date**: 11/19/2018  
**Lead Time**: 3 - 4 Weeks  
**SR**: Michael Dean  
**F.O.B.**: FCA shipping point  
**Revision No**:  
**Ship Method**: Conway  
**PM**: Ronnie Mendoza  
**Terms**: 1/2 Down - Balance Prior to Shipping  
**Project Name**: City of Spokane Riverfront Park

---

**No.** | **Item** | **Description** | **Qty** | **UOM** | **Unit Price** | **Extension**
---|---|---|---|---|---|---
1. | CHPL panels:1/4" XT | 24 H X 42 W : 1/4" Exterior Panel Single Sided (7.000 SQ FT)  
FINISHING OPTIONS: Matte Finish - Exterior | 16 | Each | 150.30 | 2,404.80

qty (4) 1/4" thru drill holes per panel

2. | CHPL panels:1/2" XT | 20 H X 13 W : 1/2" Exterior Panel Double Sided (1.806 SQ FT)  
FINISHING OPTIONS: Matte Finish - Exterior | 12 | Each | 86.02 | 1,032.24

qty (5) 1/4" thru drill holes per panel

3. | PDF Proofs | PDF Proofs for content | 40 | Each | 0.00 | 0.00

4. | Lab Sample | LAB (8" x 10" crop of full size panel in laminate) for color and resolution | 1 | Each | 25.00 | 25.00

5. | Set-up Fee | Set up Fee | 1 | Each | 150.00 | 150.00

6. | Wrapping and Crating | | 1 | Each | 200.00 | 200.00

7. | Shipping and Handling | *Estimated 4 business day transit to 99202 | 1 | Each | 688.30 | 688.30

(continued on next page)

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iZone Imaging | P.O. Box 368  Temple TX 76503-0368 | T: (254) 778-0722 | F: (254) 778-0938 | izoneimaging.com

QU0002-00-01
Customer | Garco Construction  
Reference | City of Spokane Riverfront Park

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<tr>
<th>No.</th>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extension</th>
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</table>

*Estimate does NOT include any special delivery services such as a Lift Gate, Specific Delivery Scheduling or delivery to a residential address. Additional charges may apply if such services are required at time of delivery. International shipment estimates are in US Dollars they do NOT include Brokerage fees, duties, taxes or other customs clearance costs. International customers must have a Customs Broker of their choosing to handle customs clearance of their shipment and are responsible for all associated costs.

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Quote Valid Until: January 18, 2019
Terms and Conditions

Fax to 254/778-0938

STOP! Approve this agreement ONLY if you are the "Purchasing Party" (i.e., you are the person who will make the final payment)

Otherwise, immediately provide iZone with the name, phone, fax number and address of the Purchasing Party.

☐ VISA ☐ DISCOVER ☐ MASTER CARD ☐ AMERICAN EXPRESS

☐ Check here if you would also like your final invoice including shipping charged to this card.

Card Number ________________________________ Amount ________________

3 or 4 Digit verification code (on back of card) ________________ Expiration Date ________________

SIGNATURE AUTHORIZING CREDIT CARD CHARGE ________________________________

Credit Card Billing Address ________________________________ City __________ State ______ ZIP __________

Payment Terms
Payment is accepted in US funds. A conversion rate will apply to any foreign exchange payments. Payments may be made via check (must be drawn on or payable through a US bank), Credit Card, or Electronic Funds Transfer.

50% deposit due at time order is placed. Please send with signed Terms and Conditions and files. Remaining balance due prior to shipment.

Cancellation Fee
Cancellation of your order, after this agreement has been signed, will incur a cancellation fee of $150 (+) plus any accrued lab shipping costs.

Freight Damage Claims
Freight and customs terms are prepaid and add unless otherwise specified. Shipments with any external evidence of loss or damage must be noted directly on the freight waybill or express receipt, and signed by the carrier's agent. Concealed damage must be reported to iZone within 5 days of receipt. Please keep all packaging for inspection. Damaged contents not reported within 5 days is not iZones responsibility.

Approving this sheet is your commitment to purchase the goods and services detailed in the accompanying quote and product data sheet, and constitutes a binding agreement between the purchaser (represented by the Purchasing Party) and iZone. Failure to provide signed Terms and Conditions and completed Project Data Sheet will result in a delay in your project.

ACCEPTANCE: I/we wish to proceed with the order as detailed on the referenced quote, and agree to the above Terms and Conditions.

Signed as Accepted: ________________________________ Date: ________________________________

Print Name: ________________________________ Title: ________________________________

Fed Tax ID: ________________________________ PO #: ________________________________
**GENERAL INFORMATION:**

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<td>Your PO No.</td>
<td>(copy required)</td>
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<tr>
<td>Your Target Delivery Date (*Rush fees may apply):</td>
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<tr>
<td>Total No. of Panels</td>
<td>No. of Original Panels:</td>
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</table>

Included panel list (attached) & qty of each

Signed Terms & Conditions

**PRODUCT SHIPPED TO:**

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Lift Gate (no dock)-extra charge

Delivery appt. required-extra $  

Other Specify:

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Shipping Contact Email

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City

State

Phone

**SHIPPMENTS OUTSIDE THE U.S. REQUIRE A CUSTOMS BROKER**

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Contact Name

Address

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<th>FTP location / file name</th>
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**COLOR MATCHING:**

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Match to Previous iZone Job

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<th>Type, Manufacturer Part #, etc. - drawing required</th>
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* A CUSTOMER SUPPLIED TEMPLATE FOR PROPER LOCATION IS REQUIRED FOR ALL THREADED HOLES AND THRU HOLES

**FINISHING DETAILS:**

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<th>Eased Edges</th>
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<th>Sheet Goods or Panels</th>
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Signature
iZone Imaging Limited Warranty
This warranty is effective as of May 25, 2015 for iZone Imaging products ordered on or delivered after said date.

- **Standard Interior and Exterior Applications** - iZone Imaging ("Manufacturer") warrants that under normal wear and use the workmanship and materials used in the iZone Imaging product purchased from the Manufacturer will meet the standards set forth on the applicable specification materials and that the product will not delaminate, peel, blister, crack or fade for a period ten (10) full years from the date of purchase.

(NOT PRO-RATED)
**PLEASE NOTE THAT SOME DEGRADATION OF MATERIALS AND GRAPHICS OVER TIME IS CONSIDERED NORMAL WEAR, THEREFORE THIS LIMITED WARRANTY APPLIES TO QUALITIES THAT CAN BE DETECTED VISUALLY FROM A NORMAL VIEWING DISTANCE.**

- **Customized Standard Exterior Horizontal Applications** (table tops, counter tops, etc.) - Manufacturer warrants that for approved standard exterior horizontal applications, under normal wear and use, the workmanship and materials used in the iZone Imaging product purchased from the Manufacturer will meet the standards set forth on the applicable specification materials and that the product will not delaminate, peel, blister, crack or fade for a period two (2) years from the date of purchase.

**PLEASE NOTE THAT SOME DEGRADATION OF MATERIALS AND GRAPHICS OVER TIME IS CONSIDERED NORMAL WEAR, THEREFORE THIS LIMITED WARRANTY APPLIES TO QUALITIES THAT CAN BE DETECTED VISUALLY FROM A NORMAL VIEWING DISTANCE.**

Contact the Manufacturer for specific details concerning your customized standard exterior horizontal application warranty.

**In the event that the product does not perform as warranted:**
(a) Manufacturer shall be allowed to conduct an on-site inspection and investigation, or be provided digital images of defects
(b) Manufacturer shall work directly with the end-user to resolve any warranty matter,
(c) The sole remedy will be the repair or replacement of the defective product at the sole discretion of the Manufacturer, and/or
(d) The repair or replacement by Manufacturer shall be limited to the remanufacture and shipment of the replacement or repaired product to the site of the end-user’s product.

This warranty only applies to the manufacture and material used in the manufacture of the product. Manufacturer shall not be liable for any other costs, including but not limited to installation, labor or other costs or expenses. Any repair or replacement shall be warranted for a period up to the remaining life of the original warranty. Further the repair or replacement costs incurred by Manufacturer shall not exceed the purchase price paid for the product.
This warranty shall not apply to defects or damage arising from any of the following:

1. Accidents, abuse or misuse,
2. Willful destruction or acts of God,
3. Improper fabrication or installation

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THIS PRODUCT, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NO ONE, INCLUDING BUT NOT LIMITED TO ANY AGENT OR EMPLOYEE OF MANUFACTURER, HAS THE AUTHORITY TO MODIFY THE OBLIGATIONS OR LIMITATIONS OF THIS WARRANTY.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state, therefore, some of the limitations stated above may not apply to you. It is to your benefit to save your documentation upon purchase of a product.
LYNN L. REYNOLDS, INC dba PHOENIX COMPANY

P.O. Box 13099 * 5405 E. Cataldo Ave.
Spokane Valley, WA  99213
PH. (509) 536-9396   FAX: (509) 535-2034

WSDOT QPL NUMBER 2005-694

Quotation - REVISED 11-6-2018

Project Name: Riverfront Park - Wayfinding Signs
Date: 11/12/2018
Bid Due: 11/12/2018
Addenda: n/a
Estimator: Shelley Connall

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<td>1</td>
<td>2</td>
<td>Type 1 - Wayfinding Device - quoted using 5/8&quot; dia dome shaped rivets - powder coated - adding steel plate in place of signs</td>
<td>4,975.00</td>
<td>9,950.00</td>
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<td>2</td>
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<td>Type 4 - Wayfinding Device - powder coated</td>
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<td>1</td>
<td>Type 2 Wayfinding Device - quoted as 1/4&quot; plate letter wrapped with 1/4&quot; x 4&quot; Flatbar and powder coated</td>
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<tr>
<td>4</td>
<td>11</td>
<td>HPA Benches - 22 each bench ends and 11 ea middle strap - powdercoated</td>
<td>1,425.00</td>
<td>15,675.00</td>
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<td></td>
<td></td>
<td>Includes all Hardware - galvanized</td>
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<td>78,667.00</td>
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Notes
- Prices good for 30 days from bid date.
- Additional shipping requests will be paid by customer
- Allow 6 weeks for Shop Fabrication from date of approved shop drawings
- Items referenced above are quoted as a package - pricing may differ if items are removed or not included - please contact us prior to bidding to confirm
- Material that is supplied for installation by others that is defective in any way - Purchaser of said material must contact Phoenix Co prior to contracting outside fabricator for repair and allowing for our field crews to make said repairs - Back charges for this type of repair must be agreed upon by both parties.

Inclusions
- Shop drawings
- All hardware for supplied materials - All hardware quoted as galvanized
• All material F.O.B. jobsite

Exclusions

• Retainage / Signage
• Engineering
• Sales tax
• Installation
Hi Scott,

Here's that price quote for these two projects.
I know we did a test panel for Matt; He's great to work with.
Looking forward to collaborating with both of you.
My Best,

Charlie Kunkel

<table>
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<tr>
<th></th>
<th>Sign Quantity</th>
<th>Size</th>
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<tr>
<td><strong>HSP Howard Street Promenade</strong></td>
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<td></td>
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<tr>
<td>MAP</td>
<td>4</td>
<td>42W24H</td>
</tr>
<tr>
<td>DIRECTIONS</td>
<td>4</td>
<td>42W24H</td>
</tr>
<tr>
<td>MINIMAP Double Sided</td>
<td>10</td>
<td>13W20H</td>
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<tr>
<td>FLAG Double Sided</td>
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<td>MAP</td>
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<tr>
<td>DIRECTIONS</td>
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<tr>
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<td>2</td>
<td>13W20H</td>
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<td>Sign Package Price</td>
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<td>$ 4,818.27</td>
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Material is .125 Aluminum
Digital Print with UV Laminate

**Double Sided**

Does Not include Mounting Hardware or Brackets
**Invoice**

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<td>Wed 10/17/2018</td>
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**Job Descr:** US Pavilion - Promenade / Riverfront Park

**PO #:** 1721  
**Job No: 1721**  
**Date Out Wed 9/19/2018**

**Terms**  
**Aging Date**  
**Net 10th**  
**Wed 10/17/2018**

---

**Ordered By:** Rick Vick  
**Used at Address:**  
Rick 509-879-7859  
US Pavilion - Promenade  
N Howard & W Spokane Falls Blvd  
SPOKANE, WA 99201

---

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<td>Wed 10/17/2018 1:30PM</td>
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**RECEIVED VIA EMAIL**  
**OCT 18 2018**

---

**GARCO CONSTRUCTION**

---

**Current Net 10th**

Please pay from this invoice.

| Rental and Sales: |  
|-------------------|-------------------|
| $1,325.00         | $116.60           |

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<td>$1,441.60</td>
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509-924-8080 Phone  
509-924-1652 Fax  
www.starrentals.com
RFP#15 Promenade Wayfinding Signs

Based on the subcontractor quotes and labor hours. We believe this represents a fair and reasonable cost for this work.

Lorraine Mead
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 the credit to delete the scope of work per the attached revised drawings R2 dated 11/16/18, in order to transfer this scope to the North Bank Regional Playground project in order for them to accommodate the storm water for the Sportsplex project.
13. Final Acceptance. Landscape Contractor shall remove and replace all dead and/or dying nurseryman’s national standard specifications.

12. Lawn areas to be edged per detail #5, Sheet LD2.06. Lebanon Chemical or approved equal.

11. Delineations and grades. Noted. Submit sample to landscape architect for review and approval prior to placement.

8. For import topsoil characteristics. Topsoil shall be nontoxic, free of noxious pay for: planting of all plant materials; the specified guarantee of all plant materials; the contractor to place a three (3") inch depth of fine grade fir/larch bark mulch in all planter boxes; the contractor to install sod in all turf areas, unless otherwise noted.

7. Contractor to place two applications of pre-emergent herbicide (above and below) top. Triflora-2, 6-Dinetro-N, N-Dipropyl-P-Toluidine) & +/-98% inactive ingredient. “Green Gold” by vendor.

6. Contractor to place top soil to a depth of 6", unless otherwise noted. Refer to specifications.

5. Groundcover planting (where specified) shall be continuous under all trees and shrub masses as shown on plan.

4. All installed plant materials shall conform to the current American association of nurseriesmen’s national standard specifications.

3. All plant materials installed contractor shall be assured for one year predate of guarantee for all materials installed contractor to place.

2. No substitutions are permitted without the written consent of the landscape architect.

1. The contractor shall maintain a signed supervisory on the site at all times during construction through completion of final punchlist work.

LANDSCAPE NOTES:

1. All plant materials shall be subject to approval by the landscape architect and/or owner prior to installation.

2. Contractor to place top soil to a depth of 6". Unless otherwise noted, refer to specifications.

3. Contractor to place top soil to a depth of 6". Unless otherwise noted, refer to specifications.

4. Contractor to place two applications of pre-emergent herbicide (above and below) top.

5. Native seed / Native Grass Seed

6. Native seed / Native Grass Seed

7. Native seed / Native Grass Seed
REFER TO SHEET IR2.01 FOR IRRIGATION SCHEDULE AND NOTES

MATCHLINE (SEE SHEET IR1.17)

REFER TO DETAIL #4 IR0.4 VOLUME 2 FOR VALVE LAYOUT, COORDINATE LOCATION WITH TAP AND METER VAULT BY CITY OF SPOKANE.

REFER TO DETAIL #4 IR0.4 VOLUME 2 FOR VALVE LAYOUT, METERS AND DOUBLE CHECK VALVE INSTALLATION BY THE CITY OF SPOKANE WATER DEPARTMENT. REQUIRED EXCAVATION, VAULT INSTALLATION AND METER INSTALL WITH GENERAL CONTRACTOR AND CITY OF SPOKANE WATER DEPARTMENT.

ENSURE WIRE FOR TWO (2) FLOW SENSORS ARE INSTALLED WITHIN 2" PVC SCH. 40 PIPE CONTINUOUSLY.

 REPAIR/REPLACE ALL EXISTING IRRIGATION HEADS AND PIPING IN AND OUTSIDE PROJECT LIMIT LINE TO AVOID OVERSPRAY ONTO WALKS AND AMENITIES. AREA SERVED BY SEPARATE MAINLINE REFER TO DETAIL #4/IR2.01 VOLUME 3 FOR VAULT LAYOUT. COORDINATE LOCATION WITH TAP AND METER VAULT BY CITY OF SPOKANE.

STUB MAINLINE AND 24" LOOP WIRE BUNDLE IN VALVE BOX.

ENSURE WIRE 24" LOOP IS INSTALLED WITHIN 2" PVC SCH. 40 PIPE CONTINUOUSLY.

ENSURE WIRE FOR TWO (2) FLOW SENSORS ARE INSTALLED WITHIN 2" PVC SCH. 40 PIPE CONTINUOUSLY.

ENSURE VARIOUS VALVES FOR WIRE BUNDLES ARE INSTALLED WITHIN 2" PVC SCH. 40 PIPE CONTINUOUSLY.

ENSURE VARIOUS VAULTS, METER AND DOUBLE CHECK VALVE INSTALLATION BY THE CITY OF SPOKANE WATER DEPARTMENT. REQUIRED EXCAVATION, VAULT INSTALLATION WITH GENERAL CONTRACTOR AND CITY OF SPOKANE WATER DEPARTMENT.

REFER TO DETAIL #4/C3.02 VOLUME 3 FOR VAULT LAYOUT. METER AND DOUBLE CHECK VALVE INSTALLATION BY THE CITY OF SPOKANE WATER DEPARTMENT. REQUIRED EXCAVATION, VAULT INSTALLATION AND METER INSTALL WITH GENERAL CONTRACTOR AND THE CITY OF SPOKANE WATER DEPARTMENT.

REFER TO DETAIL #4/IR2.01 VOLUME 3 FOR VAULT LAYOUT. COORDINATE LOCATION WITH TAP AND METER VAULT BY CITY OF SPOKANE.

REFER TO SHEET IR2.01 FOR IRRIGATION SCHEDULE AND NOTES.
### RFP-20A
Delete Scope on North Promenade

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<td>CSGI</td>
<td>Furnish credit for scope reduction on North Promenade.</td>
<td>1.0</td>
<td>LS</td>
<td>(12,386.00)</td>
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**SUB-TOTALS**

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<th>(of Subtotal)</th>
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<td>OH&amp;P</td>
<td>OH&amp;P: on Garco (as subcontractor) self-performed work.</td>
<td>15.00%</td>
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<td>OH&amp;P: on Garco (as subcontractor) subcontracted work</td>
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**SUB-TOTAL**

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**SUB-TOTAL**

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**TOTAL - CHANGE ORDER REQUEST**

$ (12,661)

**SPECIFIC EXCLUSIONS:**

1. WSST
RE: RFP 20 - Changes to North Promenade limits of work

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<td><strong>Total Equipment Cost</strong></td>
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**Total Material, Labor & Equipment** $-10,770.04

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**Total** $-12,385.55

Project Manager
Carlos Lima
Email: Clima@clearwatersummitgroup.com
Cell: 208-818-4073
2/7/19

RFP#20A Delete North End of North Promenade

Based on the subcontractor quote - we believe this represents a fair and reasonable credit for this work.

Lorraine Mead
Resolution #________

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION, for Peaceful Valley Trail Interpretive and Wayfinding Signage

WHEREAS, The Peaceful Valley Trail is planned from Redband Park to People’s Park, providing a connection creating opportunities to physically and educationally connect residents & visitors to the unique cultural, historical, environmental, and spiritual heritage of our region; and

WHEREAS, The City of Spokane and its consultants have completed extensive public outreach to create an interpretive and wayfinding master plan, collaborating with the Peaceful Valley Neighborhood Chair, Spokane Tribe of Indians Archaeologist, Spokane Arts, Spokane River Forum, Spokane Indians Baseball, Eastern Washington University, and Inland Northwest Trails Coalition; and

WHEREAS, The interpretive and wayfinding master plan defines interpretive emphasis zones, wayfinding sign locations and hierarchy, sculpture and art installation locations and themes, the relocation and integration of existing interpretive signs, and interpretive sign locations and themes; and

WHEREAS, A signature art installation celebrating the native Redband Trout is planned at Redband Park; and

WHEREAS, A signature art installation honoring tribal history is planned at People’s Park; and

WHEREAS, The City of Spokane and its partners wish to implement the interpretive and wayfinding master plan concurrent to the trail construction; and Now, Therefore,

BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane that it hereby approves the Interpretive and Wayfinding Master Plan along the Peaceful Valley Trail; and

BE IT FURTHER RESOLVED that the Park Board authorizes the installation of Wayfinding and Interpretive signage in accordance with said plan.

ADOPTED BY THE PARK BOARD ON ________________________________

________________________________
City Clerk
Approved as to form:

___________________________
Assistant City Attorney
Project Overview

South Gorge Trail alignment
Clarke Avenue Water Distribution Main (8” and 6”) replacement
Clarke Avenue full depth pavement reconstruction
Glover Field boat launch
People’s Park & Glover Trailhead improvements
Themes and Signs

Tribe History Zone

Nature Zone

Red Band Zone

LEGEND

- Interpretive Icon/Signage
- Tribes
- Nature Zone
- Red Band Park Zone
- City of Spokane Parks & Property
- Peaceful Valley Trail
- Centennial Trail
- Sanitfer Bridge Connection
- To Fish Lake Trail

POTENTIAL SIGNAGE LOCATIONS

1. A-1 Red Band Trust Sculpture
   A-2 Sculpture/Icon/signage that relates to nature or natural processes that occur/occurred on the Spokane River
   A-3 Sculpture/Icon significant to the Tribe/Relates to the Confluence

2. E-1 "A Center of Culture"
   E-2 "A Spawning Ground"
   E-3 "The Backbone of Spokane"
   E-4 "A Wall of Water"

3. I-1 The Field at Red Band Park & Launch
   I-2 Intro to Red Band Species/Lifecycle
   I-3 Health of the River: Water Quality & Quantity (at boat launch)
   I-4 Green Infrastructure
   I-5 Neighborhoods
   I-6 Peaceful Valley History
   I-7 Red Band Culture
   I-8 Other Fish and Aquatic Wildlife
   I-9 Native Habitats: Local Wildlife
   I-10 Native Habitats: Plants
   I-11 Invasive Species
   I-12 Native Habitats: River/Gorge Ecology
   I-13 Gorge Geology
   I-14 The Confluence
   I-15 Gathering of Peoples

PEACEFUL VALLEY TRAIL - INTERPRETIVE AND WAYFINDING MASTER PLAN

EXHIBIT 8
JANUARY 10, 2019
Regional Map – Trailheads
Red Band Park – Interpretive Art
People’s Park – Interpretive Art

Interpretive art and view point site located near SGT and People's Park trail entrance.
People’s Park – Interpretive Art

Proposed People’s Park Art Site
Pilgrim Creek Interpretive Area
Noxon Montana

Culturally accurate education and interpretive content
Project Overview – Remaining Work

South Gorge Trail: Glover Field to People’s Park

Phase 1
Const. 2019

Phase 2
Const. 2020

- South Gorge Trail alignment
- Clarke Avenue Water Distribution Main (8” and 6”) replacement
- Clarke Avenue full depth pavement reconstruction
- Glover Field boat launch
- People’s Park & Glover Trailhead improvements
1.0 GENERAL

1.1 PURPOSE

Section 48 of the City of Spokane Charter provides that the Park Board may not “sell or exchange any existing park or portion thereof without the prior approval of the electorate.”

The purpose of this policy is to establish a predictable and functional uniform policy and procedure, consistent with Charter Section 48, governing disposition of real property under the control of the City of Spokane Park Board and that is surplus to the needs of the Park Board and where such disposition provides Parks a reasonable return. Nothing in this policy shall be read to require the Park Board to dispose of real property or to limit the power of the Park board to dispose of real property as the interests of Parks may require.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy and procedure shall apply to the Spokane Park Board and the Parks & Recreation Division.

3.0 REFERENCES

City of Spokane Charter, Article V: Parks and Park Board
4.0 DEFINITIONS

For purposes of this policy and procedure, the following definitions shall apply.

“Appraised value” means a determination of the fair market value of the Subject parcel, as determined by a sufficient and acceptable appraisal performed by a licensed appraiser using a commercially reasonable method of appraisal.

“Assessed value” means the dollar amount assigned by the Spokane County Assessor as the valuation of the Subject parcel of land and improvements for real property taxation purposes.

“Existing park” as used in Section 48 of the City Charter means any real property under the control of the Park Board, all or a portion of which is developed or improved for public use. Such public use may be evidenced by, for example, the presence, or potential for presence, of sports fields and facilities, trails and paths, lawns, playgrounds, pools and splash pads, amphitheaters, picnic facilities or structures, parking for park use, and other similar improvements. The term shall also include any property with deed restrictions specifically for park or recreational purposes, or land acquired through the Conservation Futures program, or land acquired using State Recreation and Conservation Office funding.

“Fair market value” means the price that a willing buyer would pay to a willing seller for the purchase of property in an open and competitive market.

“Parks” refers collectively to both the City of Spokane Park Board and the Parks Division of the City of Spokane.

“Public interest” means factors which the Park Board may consider in determining whether to dispose of a Subject parcel, including but not limited to:

1. The Subject parcel’s current suitability for Parks’ use;
2. The presence or absence of improvements on the Subject parcel;
3. The impact of the current use of the Subject parcel on neighboring properties;
4. Preservation of any unique character of the Subject parcel for public enjoyment;
5. Potential future use of the Subject parcel for Park purposes; and
6. Access to the Subject parcel for maintenance and uses in support of Parks’ mission.

“Subject parcel” means Park Board-owned and controlled real property under consideration for disposition as surplus real property.

“Surplus real property” means Park Board-owned and controlled real property for which there is no reasonably identifiable current or future Parks need, and which is not an existing park or portion thereof.
5.0 POLICY

5.1 It is the policy of the City of Spokane Park Board that the sale of Surplus property should generally be at Fair market value. Surplus property may be sold for less than Fair market value if the Park Board determines it is in the public interest to do so.

5.2 It is the policy of the City of Spokane Park Board that the sale of Surplus property should occur only after the Park Board has considered the Public interest in any sale.

6.0 PROCEDURE

Process for Sale or Exchange of Park Property:

1. Upon request of either the Park Board or the Director of Parks, Parks staff will prepare a list of potential Parks property for surplus.
2. Upon creation of a list of surplus property, the Parks Director shall present as a discussion item at a Park Board Land Committee meeting a specific parcel or a list of parcels which may be eligible for sale as Surplus real property.
3. If the Land Committee desires to consider that the merits of one or more parcels of Parks property to be offered sale as surplus, Parks staff shall prepare a written report outlining the pros and cons of a sale of each parcel, and a proposed method of disposition, which may include direct negotiation with a willing buyer.
4. Once a final report and recommendation are ready, they shall be presented as an action item at a future Land Committee meeting.
5. If the action item is approved by the Land Committee, it shall be considered at a future Park Board Meeting.
6. If the Park Board approves the sale of the identified property or properties, Parks staff will
   A. For existing parks or portions of existing parks: begin the process of seeking voter approval to authorize a sale as outlined by Article V, Section 48, of the Spokane City Charter, or
   B. For park property that is not an existing park or portion of an existing park: begin the process for declaring the property as Surplus, which does not require a vote of the public.
7. Prior to taking action to sell property, the Park Board shall hold a public hearing regarding the Subject property or properties. The public hearing shall be noticed on the Park Board’s Agenda for a regular or special meeting. In addition, Parks staff shall endeavor to provide notice that the Park Board is considering sale of a parcel of land by posting notice of the time and place of the Park Board hearing in a conspicuous manner on the parcel or parcels being considered for sale, where practicable.
8. Proceeds from any sale of Park Property will be placed in the Park Fund.
9. The written report prepared by Parks staff shall contain the following elements:
A. A description of the subject parcel’s size, zoning, existing improvements, condition of improvements, ingress/egress, neighborhood planning, known environmental conditions (findings of environmental reports, if any) and other relevant observations.

B. A description of the acquisition and development history of the property, including when the property was originally acquired by Parks, the method of acquisition, the source of funds for subsequent improvements (if any) and how the property has been used since acquisition.

C. An estimate of the subject property’s market value. This can be accomplished through use of any commercially reasonable means available.

D. The report should include recommended covenants, conditions, or restrictions that the Park Board should place on the subject property at the time of sale, if any. Examples include access easements, air rights, purchase option, or rights of first refusal for Parks or the City to reacquire the property at a future date, among others.

E. The report shall include a legal opinion as to whether the parcel is subject to public vote requirements of Article 5, Section 48, of the City Charter. Such legal opinion will involve an examination of the public record to determine if the Subject Property is an existing park or portion thereof.

F. The report will include a recommendation as to the commercially reasonable means, or combinations of means, to be used to sell a parcel.

10. Park Board Action on Disposition:
   A. Upon receipt of the report referenced in § 6.0.9, supra, and the Park Director’s recommendation, the Park Board shall undertake consideration of the recommendation to designate the property as Surplus property, and if so, whether and how to dispose of the property.

   B. The Park Board may decide to:
      i. Accept the recommendations as presented and adopt a resolution declaring the subject property to be Surplus and authorizing the disposal of the property as set forth in the report prepared by Park staff; or
      ii. Modify the report recommendations, adopt a resolution declaring the subject property to be Surplus and authorize the disposal of the property as set forth in the modified surplus report recommendations; or.
      iii. Return the recommendations to Park staff for further analysis and consideration of specific facts or criteria identified by the Park Board; or
iv. Take no action on the recommendation. The decision whether to sell Park property lies solely in the hands of the Park Board, regardless of Park staff recommendations.

7.0 RESPONSIBILITIES

8.0 APPENDICES

APPROVED BY:

______________________________  ________________________________
City Attorney                      Date

______________________________  ________________________________
Director                          Date

______________________________  ________________________________
City Administrator                Date
CONSTRUCTION CONTRACT | SOUTHEAST SPORTS COMPLEX PHASE 1

INTENT
Contract with apparent low bidder Bacon Concrete, Inc. to construct the 'Base Bid' & 'Alternate 3' scope for the Southeast Sports Complex Phase 1 Project in the amount of $835,309.00 including all applicable taxes.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid (includes tax)</td>
<td>1.0</td>
<td>$815,725.00</td>
<td>$815,725.00</td>
</tr>
<tr>
<td>Alternate 3: Irrigation Control Upgrades</td>
<td>1.0</td>
<td>$19,584.00</td>
<td>$19,584.00</td>
</tr>
</tbody>
</table>

Total Contract: $835,309.00
Southeast Sports Complex Master Plan

LEGEND

1. Shared Access Drive.
2. Shared Parking (Approx. 63 Spaces).
4. Pavilion and Meadow.
5. Regal Ribbon - Active Streetscape with Transit Stop and Linear Skate Elements.
7. Soccer Field (Full).
8. Soccer Field (U11).
10. Open Turf Play Area.
11. Large Picnic Shelter and Gathering Area.
13. Renovated Play Area with Splash Pad.
14. Basketball Court.
15. Small Picnic Shelter.
17. Trail Head Parking.
19. Altmont Street Improvements.
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.
<table>
<thead>
<tr>
<th>BIDS RECEIVED FROM:</th>
<th>Bacon Concrete Inc. 16510 N Brannon Lane Spokane WAS 99208 (509) 924-3900</th>
<th>Wm. Winkler Company PO Box 430 Newman Lake WA 99025 (509) 489-6100</th>
<th>National Native American Construction Inc. 3901 N Schreiber Way Coeur D’Alene ID 83815 (208) 635-5400</th>
<th>Engineering/Remediation Resources Group Inc. (ERRG) 3915 E Francis Ave #B1 Spokane WA 99217-6596 (509) 991-3105</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid: (Total of Schedules 1, 2 &amp; 3 including tax)</td>
<td>$815,725.56</td>
<td>$801,482.00</td>
<td>$947,748.54</td>
<td>$846,358.53</td>
</tr>
<tr>
<td>ALTERNATE 1: Large Shelter Install – No tax included</td>
<td>$136,000.00</td>
<td>$184,992.00</td>
<td>$108,720.00</td>
<td>$162,584.77</td>
</tr>
<tr>
<td>ALTERNATE 2: Sod in lieu of Hydroseed – No tax included</td>
<td>$24,000.00</td>
<td>$9,500.00</td>
<td>$25,644.00</td>
<td>$12,855.78</td>
</tr>
<tr>
<td>ALTERNATE 3: Irrigation Control Wire – No tax included</td>
<td>$18,000.00</td>
<td>$35,057.00</td>
<td>$45,123.00</td>
<td>$41,227.91</td>
</tr>
<tr>
<td>Sales Tax on Alternates</td>
<td>$15,664.00</td>
<td>$20,200.31</td>
<td>$15,794.86</td>
<td>$19,066.82</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,009,389.56</td>
<td>$1,031,031.00</td>
<td>$1,127,235.54</td>
<td>$1,063,026.99</td>
</tr>
<tr>
<td>BID BOND</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>ADDENDA</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>CONTRACTOR LICENSE</td>
<td>BACONCI072L9</td>
<td>WM2INC*935LA</td>
<td>NNAC*I915KF</td>
<td>CC ENGINRR943CB</td>
</tr>
<tr>
<td>SUBCONTRACTORS:</td>
<td>Power City Electric Electrical Work</td>
<td>Colvico Inc Electrical and lighting for base bid and Alternate #1 Colvico Inc. Electrical</td>
<td>Colvico Inc. J.J. Jacobs Plumbing</td>
<td>None listed</td>
</tr>
<tr>
<td></td>
<td>Shamrock Paving Asphalt</td>
<td>Joy Landscape Landscape &amp; Irrigation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

LEGEND

1. SHARED ACCESS DRIVE.
2. SHARED PARKING (APPROX. 63 SPACES).
3. ENTRY PLAZA AND TRAIL ACCESS.
4. PAVILION AND MEADOW.
5. REGAL RIBBON - ACTIVE STREETSCAPE WITH TRANSIT STOP AND LINEAR SKATE ELEMENTS.
6. NEIGHBORHOOD GATEWAY SIGN AND COMPLEX ENTRANCE.
7. SOCCER FIELD (FULL).
8. SOCCER FIELD (U11).
9. BASEBALL/SOFTBALL BACKSTOP.
10. OPEN TURF PLAY AREA
11. LARGE PICNIC SHELTER AND GATHERING AREA.
12. NEIGHBORHOOD PARK RESTROOM.
13. RENOVATED PLAY AREA WITH SPLASH PAD.
14. BASKETBALL COURT.
15. SMALL PICNIC SHELTER.
16. NEIGHBORHOOD PARK GATEWAY.
17. TRAIL HEAD PARKING.
18. NEIGHBORHOOD TRAIL.
19. ALTAMONT STREET IMPROVEMENTS.
RESTROOM PURCHASE | SOUTHEAST SPORTS COMPLEX PHASE 1

**INTENT**
Purchase (1) new manufactured concrete restroom building for the Southeast Sports Complex Phase 1 project from 'CXT Incorporated' using State of Washington contract #00213 for the total cost of $137,653.49. Restroom to have four (4) partitioned, fully accessible uni-sex stalls, galvanized painted doors and frames, electrical package, one (1) wall mounted outdoor drinking fountain and bottle filling station, and a sacrificial antigraffiti sealer. Details Below:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denali’ flush toilet building (2-stall unit)</td>
<td>1.0</td>
<td>$53,763.00</td>
<td>$53,763.00</td>
</tr>
<tr>
<td>Optional restroom section (2 additional restroom units)</td>
<td>1.0</td>
<td>$57,339.00</td>
<td>$57,339.00</td>
</tr>
<tr>
<td>Two-Tone Color Scheme</td>
<td>2.0</td>
<td>$275.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>Stainless Steel Fixtures</td>
<td>2.0</td>
<td>$1,866.00</td>
<td>$3,732.00</td>
</tr>
<tr>
<td>Exterior mounted ADA drinking fountain &amp; bottle filler</td>
<td>1.0</td>
<td>$2,963.00</td>
<td>$2,963.00</td>
</tr>
<tr>
<td>Exterior frostproof hose bib with box</td>
<td>1.0</td>
<td>$431.00</td>
<td>$431.00</td>
</tr>
<tr>
<td>Paint touch-up Kit - Two Tone Color</td>
<td>1.0</td>
<td>$56.00</td>
<td>$56.00</td>
</tr>
<tr>
<td>Final connection to utilities</td>
<td>1.0</td>
<td>$2,240.00</td>
<td>$2,240.00</td>
</tr>
<tr>
<td>One-way transportation cost to site</td>
<td>1.0</td>
<td>$3,576.00</td>
<td>$3,576.00</td>
</tr>
<tr>
<td>WA Management Fee (1.5% of building cost)</td>
<td>1.0</td>
<td>$1,869.75</td>
<td>$1,869.75</td>
</tr>
</tbody>
</table>

Sales tax (8.8%) $11,133.74

**Total Purchase Price:** $137,653.49
PLAY EQUIPMENT PURCHASE | SOUTHEAST SPORTS COMPLEX PHASE 1

INTENT
Purchase (5) new pieces of playground equipment for the Southeast Sports Complex Phase 1 project from 'Northwest Playground Equipment, Inc.' using NASPO Value Point Cooperative Purchasing Contract up to a maximum cost of $83,323.60. Specific equipment listed below:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Playworld Kiddie Corner 2-5 structure</td>
<td>1.0</td>
<td>$32,461.50</td>
<td>$32,461.50</td>
</tr>
<tr>
<td>Playworld Unity Connect 5-12 structure</td>
<td>1.0</td>
<td>$32,461.50</td>
<td>$32,461.50</td>
</tr>
<tr>
<td>6 user swing set w/ 4 belted seats and 2 infant seats</td>
<td>1.0</td>
<td>$4,585.00</td>
<td>$4,585.00</td>
</tr>
<tr>
<td>Spin Cup</td>
<td>1.0</td>
<td>$741.00</td>
<td>$741.00</td>
</tr>
<tr>
<td>Bench Boulder</td>
<td>1.0</td>
<td>$2,142.00</td>
<td>$2,142.00</td>
</tr>
<tr>
<td>NASPO 10% equipment discount</td>
<td>1.0</td>
<td>$(7,239.10)</td>
<td>$(7,239.10)</td>
</tr>
<tr>
<td>Freight</td>
<td>1.0</td>
<td>$11,432.29</td>
<td>$11,432.29</td>
</tr>
</tbody>
</table>

Sales tax (8.8%) $6,739.41

Total Purchase Price: $83,323.60
**Playground Design Goal**
The Southeast Sports Complex Neighborhood Park should reflect the prairie theme, as an identifying theme for the neighborhood, and a contemporary vision to capture the modernization of the Southgate Neighborhood.

**Objectives**
- Integrate KXLY proposed prairie imagery, forms, and colors
- Integrate contemporary materials, forms, and colors
- Create an accessible playground for all ages
- Allocate multiple play activities for multiple play experiences
A  CAST-IN-PLACE CONCRETE

B  POURED-IN-PLACE SAFETY SURFACE

C  POURED IN PLACE SAFETY SURFACING

D  PLAY AREA PIP AND WALK

E  CUSTOM GABLE END ORNAMENTS

---

NOTE: PLAYGROUND EQUIPMENT AND SAFETY SURFACING TO BE INSTALLED BY A CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI)

CUSTOM GABLE END ORNAMENTS: 3/8" STEEL SHEET METAL, CONTRACTOR TO SUPPLY SHOP DRAWINGS FOR GABLE END ORNAMENTS PRIOR TO FURNISHING FOR APPROVAL. END ORNAMENTS TO BE FENDER COATED BLACK.
CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION, for Redband Park Sculpture

WHEREAS, Glover Field was renamed to Redband Park in September 2018, and was expanded in include park lands adjacent to the river along Water Street; and

WHEREAS, The Spokane River Forum, Spokane Tribe of Indians, Spokane Indians Baseball, and Spokane Park Board wish to collaborate on the installation of the Redband Trout sculpture in Redband Park; and

WHEREAS, Spokane River Forum, Spokane Indians Baseball, and the City of Spokane has raised funds for the design and creation of the Redband Trout Sculpture; and

WHEREAS, Spokane Indians Baseball intends to duplicate the sculpture and install at Avista Stadium. Both Spokane Parks and Spokane Indians Baseball would hold rights for marketing the Redband Trout Sculpture, free from artist royalties, any reproduction would be coordinated through the artist Chris Anderson; and

WHEREAS, The River Forum and Spokane Indians Baseball has completed extensive public outreach, collaborating with neighborhood chair, and vice chair, Spokane Tribe of Indians Archaeologist, Trout Unlimited, and the Artist; and Now, Therefore,

BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane that it hereby approves the parties involved to proceed with contracting and placement of the Redband Trout Sculpture within Redband Park; and

BE IT FURTHER RESOLVED that the Park Board authorizes the Redband Art Project.

ADOPTED BY THE PARK BOARD ON ________________________________

______________________________________________

City Clerk

Approved as to form:

______________________________________________

Assistant City Attorney
Redband Park Art Installation

Background

In September 2018 the Spokane Park Board renamed Glover Field Redband Park. When renamed, Redband Park was extended to include park lands adjacent to the river along Water Street.

Located in Peaceful Valley, for centuries this location was a critical salmon-fishing camp and ceremonial gathering place for the Spokane Tribe because it was the farthest location salmon could migrate up the Spokane River. Tribes from throughout the region converged here to share in the wealth of Chinook salmon which, by some estimates, had annual runs up the Spokane River of about one million. The camps were seasonal with up to 5,000 people gathering to catch, smoke, and dry salmon for the long winter.

The end of the nineteenth century and first part of the twentieth century saw not only the blocking of salmon runs by dams, but the fast development of the City of Spokane. When the great fire of Spokane occurred in 1889, the area that is now Redband Park became a fill location for fire debris.

In 1912, the city built an athletic stadium at this location. It hosted high school events, fairs, shows and carnivals. In 1917, it became known as Glover Field after the founding father of Spokane. By 1935, the bleachers were removed, and the location transitioned to a sleepy park area that after World War II had a small community center added to support the Peaceful Valley neighborhood.

Renaming of the field Redband Park acknowledges and honors this history while also carrying the current fishery and related stewardship story forward into the 21st century. Specifically, redband trout are the remnant native species connected to Chinook salmon that survived dams blocking the return of salmon to Spokane Falls. By the end of the twentieth century, however, populations of redband trout were in serious decline due to declining river flows and water pollution related to industrial development and wastewater from a growing population. Redband Park will anchor public awareness and commitment to the current native fishery as well as related water quality, recreation, historical and stewardship values.

Spokane River Forum and Stakeholder Engagement in Redband Park

The Spokane River Forum is a 501 (c)(3) non-profit organization dedicated to creating materials, events and activities that promote regional dialogues for sustaining a healthy river system while meeting the needs of a growing population. A key initiative of the Forum is the Spokane River Water Trail. Begun in 2010, the Spokane River now features 10 new and 4 restored water trail access points. Thousands of residents and visitors are enjoying the river as never before. For more information, visit www.spokanewatertrail.org.

Redband Park is the most recent water trail access project reaching fruition. Over a 5-year period, the Forum successfully raised the funds and developed a partnership with the city, recreational and conservation groups, Spokane Tribe of Indians, Spokane Indians Baseball and others to engineer and build a non-motorized boat launch at this location. Construction is scheduled to be complete this spring.

Beyond the work of the Forum, two critical initiatives were folded into this effort. First, Spokane Indians Baseball began the Redband Campaign in 2017. With merchandise and messaging, the team uses the redband campaign to embody the ideals of the team and its players: hard-fighting, never-quitting,
resilient and adaptive under ever-changing circumstances. Part of this campaign has been creating partnerships to redevelop Redband field, reintroduce programmed youth sports to the field, and restoring the community building at this location. Second, the city successfully raised funds for the loop-trail. Using Redband Park as a trailhead, the loop trail will go through Peaceful Valley to People’s Park, cross Sandifur Bridge, loop back to downtown via the Centennial Trail, and then connect back up with Redband Park. Construction will occur in the summer of 2019. The city has worked with the neighborhood association and stakeholders to develop an interpretive plan from Redbank Park to People’s Park. This art installation is part of that plan.

In 2018, the Forum was asked to consider supporting the art installation component of Redband Park.

**Redband Art Installation**

Attachment A shows the prototype of the proposed redband sculpture. The effort to create this prototype initially came from redband campaign efforts led by Spokane Indians Baseball. When seen by stakeholders such as the Spokane Tribe of Indians, City, Trout Unlimited, Neighborhood Association and others, there was a strong consensus that the sculpture could be a signature piece for the park and anchor the interpretive plan.

**The Artist**

Chris Anderson is a metalworks sculptor based out of Colville, WA. Chris started his business in 1989 and has created a wide variety of metal pieces since that time, often representing wildlife and nature. Many of his commissions are for private individuals. Public commissions include the US Forest Service and City of Colville. Private sector commissions include Boise Cascade, North Shore Utilities, Hearth and Home stove manufacturers, Hewes Craft boats, and Enviroment West Landscape.

In 2012 Chris moved to Austin Tx, where he was hired by Texas Disposal System’s to be the resident artist for their exotic game ranch. In the 3 1/2 years that he was there, he created several pieces that included a larger than life rhino, buffalo, stainless steel elephant and a 19’ tall lion. He also designed and constructed a 40’ tall shovel and the framework to transport the shovel to any location that the company wished to display it. It is the new Guinness world record, beating the previous record which was only 14’. In 2016, he moved to Colville, WA.

**Site Location**

The sculpture will be approximately 7.5’ tall and sit atop a base that is approximately 4’ tall. The sculpture will be fabricated from stainless steel, and the base from cor-ten steel. Attachment B shows the current draft of the site plan that the city contractor provided. Importantly, this site plan includes landscaping, interpretation and other features that fully flesh out the experience and support the art installation.

The sculpture and related landscaping is strategically set to attract visitors using the water trail, biking/walking trailhead, attending youth sports, or visiting the community building (which is currently housing the Recovery Café). Indeed, the installation is intentionally designed to become a “meet-up” location for family, friends, and groups. The location is also strategic in that it will support selfies and other photo opportunities without being in conflict with foot, vehicle and athletic activities.
Contextually, Attachment C shows the city’s interpretive plan within which the proposed art installation functions. Meetings with stakeholders and the neighborhood association have assured consensus on the art installation and larger interpretive plan.

The interpretive theme for the sculpture area is redband trout as Spokane River’s signature native fish, its life cycle, and related stewardship values. The Forum will partner with the Spokane Tribe of Indians to develop the language and graphics for interpretation, then work with the city and its contractor(s) to complete development and installation.

Donor plaque recognition will occur within the rockery portion of the landscape. Three donor plaques consisting of name and logo will be included. This includes the Spokane River Forum, Spokane Indians Baseball and TransCanada.

**Funding and Budget**

Attachment D provides the budget for this effort, which is approximately $80,000. The Forum will directly fund the artist for the sculpture and base. The Forum will then enter a contract with the City of Spokane Parks and Recreation to accept the art donation and funds for landscaping and installation. The budget includes support of the Parks and Recreation art maintenance fund.

The lead funder will be TransCanada, a Canadian company with offices in Spokane that manage environmental, safety and other needs for 1,353 miles of natural gas pipeline that transports 2.9 billion cubic feet of natural gas to utilities in Washington, Idaho, Oregon, northern California and Nevada. Additional funding is being provided by Spokane Indians Baseball and the Spokane River Forum’s Great Gorge fund. The Forum is the repository and fiscal agent of all funds for this art installation and will be contractually responsible for distribution to the artist and city.

Total Forum funding for the water trail access and art installation will be over $335,000. This is in addition to funding secured by the city for improved parking, the loop trail and People’s Park restoration.
OPTION 1: REDBAND SCULPTURE WITH REDBAND TROUT LIFE CYCLE SANDBLASTED INTO 4 BOULDERS

OPTION 2: REDBAND SCULPTURE WITH INTERPRETIVE SIGN & ARTIST PLAQUE

RED BAND PLAZA

POTENTIAL SCULPTURE BASE

2.5' - 4' BOULDERS

COBBLE

REDBAND SCULPTURE

STAMPED AND INTEGRAL COLOR CONCRETE. COLOR: SLATE.

BASKETBALL COURT

3' PLANTER AREA

RECOVERY CAFE ACCESS

RECOVERY CAFE

TO CENTER OF EASTBOUND LANE, WATER AVE.

TO CENTER OF BOAT LAUNCH

26'-9" TO 25'-9"

31'

PEACEFUL VALLEY TRAIL - REDBAND PLAZA CONCEPTS

NOVEMBER 30, 2018
## Redband Plaza Budget

### Redband Sculpture
- Fabrication: $16,000.00
- Materials: $2,000.00
- A&E for Base: $4,300.00
- Concrete Footing: $3,500.00
- Base Fabrication: $3,000.00
- Donor Plaque: $2,000.00
- Art, Intreptive: $5,500.00

**Subtotal**: $36,300.00

### Plaza Landscaping
- Demolition: $1,200.00
- Rough Grading: $500.00
- Stamped Concrete: $19,100.00
- Boulders and Cobbles Around Base: $4,500.00
- Landscaping Around Base: $300.00
- Turf and Irrigation: $1,300.00

**Subtotal**: $26,900.00

### Additional Costs
- Art Installation Maintenance: $2,500.00
- Mobilization and Support: $2,000.00
- Tax: $5,737.60
- Contingency (10%): $6,520.00

**Total**: $79,957.60
February 13, 2019

Garrett Jones
Planning and Development Manager, Acting Director of Parks and Recreation
808 W. Spokane Falls Blvd #5
Spokane, WA 99201

Dear Mr. Jones,

The Spokane Tribe of Indians partnered with the Spokane Indians Baseball Team and the City of Spokane in 2017 to create a historic promotion of the Redband Trout (*Oncorhynchus mykiss gairdneri*). This highly successful campaign brought nationwide attention on a “beautiful, unique and important species” of fish in the Spokane Region. Redband was a historically important food source for the Spokane Tribe of Indians and we are currently working with regional partners to ensure their survival and population growth. The Spokane Tribe has continued to work closely with the Spokane Indians Baseball Team, the City of Spokane, and other partners, as this promotion has grown.

Through the efforts of this campaign, the Park Board approved the renaming of Glover Field to Redband Park in June of 2018. Additionally, the Boat Ramp located at Redband Park is in the final stages of completion. This boat ramp will help bring more visitors to this area, provide safe access for boaters and recreationalists to the Spokane River, and, in turn increase awareness and appreciation for the protection of the Spokane River and its inhabitants, including the native Redband Trout.

The Spokane Tribe of Indians support the placement of the proposed sculpture, which will quickly become the centerpiece of this campaign. The sculpture is a replica of the logo formed from Spokane Indians Baseball Team’s historic promotion with the City of Spokane and the Tribe. Additionally, historical markers about the significance of this area and Redband Trout to the tribe are currently in development.

This partnership is both honoring and respectful to native people and has rallied the City to bring awareness to the health and importance of the Spokane River. The Spokane Tribe of Indians strongly support and encourages the Park Boards approval of the Redband Trout Sculpture.

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Carol Evans, Chairwoman
Spokane Tribe of Indians